

STANDARD AGREEMENT

STD 213 (rev 9/01)

Division Of Procurement And Contracts (DPAC) A&E Boiler Revision Date 02/21/14

AGREEMENT NUMBER

08A2345

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION (Hereinafter referred to as "Department" or "Caltrans")

CONSULTANT'S NAME

Southstar Engineering and Consulting, Inc. (Hereinafter referred to as "the Consultant")

2. The term of this Agreement is from June 25, 2014 or upon Caltrans approval, whichever is later, through June 30, 2016.

3. The maximum amount of this Agreement is: **\$1,999,790.00**
 One Million Nine Hundred Ninety Nine Thousand Seven Hundred Ninety Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits/attachments which are by this reference made a part of the Agreement.

Exhibit A – Scope Of Work And Deliverables	4 Pages
Exhibit B – Budget Detail And Payment Provisions	6 Pages
Exhibit C – General Terms And Conditions 610 (Electronic File: GTC 610*)	1 Page
Exhibit D – Special Terms And Conditions	26 Pages
Exhibit E – Additional Provisions	10 Pages
Attachment 1 – Scope Of Work	37 Pages
Attachment 2 – Cost Proposal	7 Pages
Attachment 3 – Sample Task Order Format	5 Pages
Attachment 4 – DBE Participation (form ADM-0227F A&E)	1 Page
Attachment 5 – Disadvantaged Business Enterprises Utilization Report (form ADM-3069)	2 Pages
Attachment 6 – Copy of Statement of Qualifications (SOQ)	98 Pages
Attachment 7 – Copy of SOQ Questions/Answers	2 Pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto.

These documents can be viewed at <http://www.ols.dgs.ca.gov/standard+language/default.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR (herein referred to as "the Consultant")

CONSULTANT'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Southstar Engineering and Consulting, Inc.

BY (Authorized Signature)

DATE SIGNED (Do not type)

06/13/2014

PRINTED NAME AND TITLE OF PERSON SIGNING

Daniel Ciacchella, PE

ADDRESS

1700 Iowa Avenue, Suite 250, Riverside, CA 92507

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation

BY (Authorized Signature)

DATE SIGNED (Do not type)

6/18/14

PRINTED NAME AND TITLE OF PERSON SIGNING

Phillip Rodriguez, Branch Chief

ADDRESS

Division of Procurement and Contracts, MS 65
1727 30th Street
Sacramento, CA 95816California Department of General Services
Use Only Exempt per: PCC 10340 (d)

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

I. SCOPE OF WORK

The Consultant shall perform professional and technical Program/Project Management Support Services on an “as-needed” basis.

A. The work to be performed under this Agreement is described in Attachment 1.

B. The services shall be performed in Riverside County.

C. CONFLICT OF INTEREST SUPPORT WORK

1. For services in which the Consultant cannot perform the work free of conflict of interest as defined in this Agreement, the Consultant agrees that Caltrans may obtain these services from another qualified Consultant, whose contract includes the same scope of work, or in any other manner permitted by law.
2. Caltrans may require the Consultant to perform work as described herein but located outside the geographic limits of this Agreement when the consultant contractor for another Caltrans District cannot perform the work free of conflict of interest. For such work, Caltrans will select a consultant to perform the same work by assignment of a Task Order in the following order of priority:
 - a. The consultant contract covers the same District, but not the same geographic area as this Agreement;
 - b. The consultant contract covers the closest area geographically to the geographic jurisdiction of this Agreement;
 - c. The consultant contract covers the next closest area geographically to the geographic jurisdiction of this Agreement; and so on.
3. Should the consultant for priority number 1 not exist or be unable to perform the work free of conflict of interest, then Caltrans shall select the consultant for priority number 2 to perform the work, and so on.

**EXHIBIT A
 SCOPE OF WORK AND DELIVERABLES**

- D. This Agreement will commence on June 25, 2014 or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Consultant shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on June 30, 2016. The services shall be provided during working hours, Monday through Friday, except holidays or as specified in Task Orders. The parties may amend this Agreement as permitted by law.
- E. All inquiries during the term of this Agreement will be directed to the project representatives identified below:

THE DEPARTMENT	THE CONSULTANT
Caltrans Contract Manager: Masud Zahedi	Consultant Contract Manager: Daniel Ciacchella
District/Division: Program/Project Management, MS 645	Office/Branch:
Address: 464 W. 4 th Street San Bernardino, CA 92401	Address: 1700 Iowa Avenue, Suite 250 Riverside, CA 92507
Phone: 909-383-5952	Phone: 951-342-3120
Fax: 909-383-6472	Fax: 951-342-3148
e-mail: Masud.Zahedi@dot.ca.gov	e-mail: Danc@southstareng.com

F. Work Guarantee

Caltrans does not guarantee, either expressly or by implication, that any work or services will be required under this Agreement.

G. Licenses and Permits

1. The Consultant shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
2. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

II. TASK ORDER

- A. Specific projects will be assigned to the Consultant through issuance of Task Orders. See sample Task Order format, Attachment 3.
- B. After a project to be performed under this Agreement is identified by Caltrans, Caltrans will prepare a draft Task Order. The draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a Caltrans Project Coordinator. The draft Task Order will be delivered to the Consultant for review. The Consultant shall return the draft Task Order within no more than ten (10) calendar days along with a cost estimate including a written estimate of the number of hours per staff person, any anticipated reimbursable expenses, and total dollar amount. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. After agreement has been reached on the negotiable items, the finalized Task Order shall be signed by both Caltrans and the Consultant. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate this Agreement in accordance with the provisions of Exhibit D, entitled "Termination."
- C. Task Orders may be negotiated for a Firm Fixed Price or for specific rates of compensation, both of which must be based on the labor and other rates set forth in the Consultant's Cost Proposal, Attachment 2.
- D. A Task Order is of no force or effect until returned to Caltrans and signed by an authorized representative of Caltrans. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by Caltrans.
- E. The Consultant shall not commence performance of work or services on a Task Order until it has been approved by Caltrans and notification to proceed has been issued by the Caltrans Contract Manager. No payment will be made for any work performed prior to approval or after the period of performance of the Task Order.
- F. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

EXHIBIT A
SCOPE OF WORK AND DELIVERABLES

- G. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- H. The total amount payable by Caltrans for an individual Task Order shall not exceed the amount agreed to in the Task Order. Task Orders and/or Task Order Revisions require written approval by the Consultant and Caltrans.
- I. If applicable, when a subsequent agreement for the same or similar scope of work is executed within three (3) months prior to the termination of this Agreement, no additional Task Orders shall be executed under this Agreement upon the effective date of the subsequent agreement.
- J. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

III. CONSULTANT REPORTS AND/OR MEETINGS

- A. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Caltrans Contract Manager to determine if the Consultant is performing to expectations and is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed. Separate detail shall be provided for each on-going Task Order.
- B. Progress reports shall identify the total number of hours worked by the Consultants' and Subconsultants' personnel by use of the Caltrans Work Breakdown Structure (WBS) level element(s). The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.
- C. The Consultant's Contract Manager shall meet with the Caltrans Contract Manager as needed to discuss progress on the Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause pursuant to Exhibit D, section III.
- E. Pursuant to Government Code, Section 927.13(d), no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

II. COMPENSATION AND PAYMENT

- A. The Consultant will be reimbursed for hours worked at the hourly rates specified in the Consultant's Cost Proposal (see Attachment 2). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.
- C. In compliance with 49 CFR 26.37, revised on February 28, 2011, a Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is required, as specified in this Agreement.
1. The Consultant shall submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, with each invoice. Also refer to Exhibit D, Special Terms and Conditions.
 2. Failure to provide the Disadvantaged Business Enterprises Utilization Report (form ADM-3069) with the invoice will result in twenty-five percent (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 Disadvantaged Business Enterprises Utilization Report (form ADM-3069) is submitted to the Caltrans Contract Manager.
- D. Transportation and subsistence costs to be reimbursed shall be the actual costs incurred, but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy." See <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>. When prevailing wages apply to the services described in Attachment 1, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- E. Progress payments:
1. Progress payments will be made monthly in arrears based on services provided at specific hourly rates and allowable direct cost incurred for Task Orders negotiated with specific rates of compensation. Progress payments for Firm Fixed Price Task Orders will be based on the percentage of work completed.
 2. To determine allowable incurred Subconsultant costs that are eligible for reimbursement, in addition to reimbursement for actual costs that are incurred, Caltrans will allow Subconsultant costs that are treated

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

by the Consultant as accrued due to such costs having been billed to the Consultant and recognized by the Consultant and Caltrans as valid, undisputed, due and payable.

3. By submitting accrued but unpaid Subconsultant costs for reimbursement, the Consultant agrees that within ten (10) days of receipt of reimbursement, the full amount submitted as a reimbursable accrued Subconsultant cost shall be paid to the Subconsultant.
- F. The Consultant shall not commence performance nor will payment be made for any work performed prior to approval of this Agreement by State and written notification to proceed has been issued by the Caltrans Contract Manager, nor will any payment be made for work performed after the expiration date of this Agreement.
- G. The Consultant will be reimbursed in arrears for services satisfactorily rendered and approved by the Caltrans Contract Manager, as promptly as fiscal procedures will permit upon receipt by the Caltrans Contract Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order.
- H. Invoices shall be submitted showing the Caltrans WBS level element for each billable hour increment and/or detail of work performed on each milestone, on each project as applicable. Task Orders and invoicing shall include, but are not limited to, the WBS elements for defined/related services and products. The WBS is included in the Guide to Project Delivery Workplan Standards, which can be found at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. Incomplete invoices shall be returned unpaid to the Consultant for correction. Caltrans shall not pay disputed portions of invoices.
- I. The sample invoice format can be found at <http://caltrans-opac.ca.gov/aeinfo.htm>. Invoices shall reference this Agreement number, project title, and Task Order number. Invoices shall be submitted no later than 45 calendar days after completion of each billing period. Any credit, as provided under this Agreement, due Caltrans must be reimbursed by the Consultant prior to the expiration or termination of this Agreement.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

Invoices shall be mailed to the Caltrans Contract Manager or Consultant Service Unit at the following address:

DEPARTMENT OF TRANSPORTATION
Attn: Masud Zahedi
Program/Project Management-Consultant Services Unit, MS 645
464 W. 4th Street
San Bernardino, CA 92401

- J. Task Orders will be encumbered with various types of funding. 49 CFR 18.23 requires that federal funds must be expended within 90 days of the expiration of the funding period. In addition, the encumbrances for state and local funds can be lost if not expended within specified time frames. Accordingly, the invoices for approved monthly services must be submitted by the Consultant and received by the Caltrans Contract Manager within 45 calendar days of the completion of the approved monthly services specified in each Task Order so that encumbered funds can be expended. If Caltrans does not receive invoices from the Consultant by the required deadline, and this results in a loss of funding, Caltrans will reduce the payment on the invoices in the amount of the loss.
- K. The final Task Order invoice shall state the final cost and all credits due Caltrans. The final invoice should be submitted within 60 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager of completion of the services. Should Caltrans dispute any of the costs billed in the final Task Order invoice, Caltrans shall pay the undisputed portions of the invoice as provided in this Section II. Caltrans will not pay for charges that are in dispute until final resolution of the cost-related disputes.
- L. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- M. The total amount payable by Caltrans, for all Task Orders resulting from this Agreement, shall not exceed \$1,999,790.00. It is understood and agreed that this total is an estimate, and that the actual amount of work requested by Caltrans may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

authorized under this Agreement through Task Orders. In no event shall Task Orders be issued that will exceed this maximum.

- N. Any written report prepared as a requirement of this Agreement shall contain, in a separate section of such written report, the number and dollar amounts of all agreements and subagreements relating to the preparation of those reports if the combined costs for work by nonemployees of the State exceed \$5,000.00.
- O. Prime Consultant's Indirect Cost Rates (ICR) indicated in Attachment 2, Cost Proposal, are based on 48 CFR, Part 31.
- P. Caltrans, at its sole discretion, may review and/or audit and approve either the Independent CPA's ICR documentation for the Consultant, or the Consultant's and/or Subconsultants' in-house developed ICRs at any time before the execution of this Agreement, while this Agreement is in effect, or after expiration of this Agreement up to the time limit set forth in Exhibit D, section XII, Retention of Records/Audits.
- Q. Limitations: Use of the rate(s) contained in this Agreement is subject to any statutory or administrative limitations and is applicable to a given contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions:
 - 1. That no costs other than those incurred by the Consultant or allocated to the Consultant were included in its indirect cost pool as finally accepted and that such costs are legal obligations of the Consultant and allowable under the governing cost principles.
 - 2. That the same costs that have been treated as indirect costs have not been claimed as direct costs.
 - 3. That similar types of costs have been accorded consistent accounting treatment to all clients (state, federal, local government, commercial/private) under similar circumstances, and
 - 4. That the information provided by the Consultant which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

The elements of indirect cost and the type of distribution base(s) used in computing provisional rates are subject to revision when final rates are established. Also, the rates cited in this Agreement are subject to audit.

- R. At the discretion of Caltrans, the indirect cost rate(s) and related Independent CPA workpapers may be reviewed by Caltrans Division of Audits & Investigations (A&I) to verify the accuracy and the CPA's compliance with 48 CFR, Part 31 and related laws and regulations, compliance with Government Auditing Standards, and to determine if the audit report format is acceptable.
- S. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

III. COST PRINCIPLES

- A. The Consultant agrees that Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.), shall be used to determine the allowability of individual terms of cost.
- B. The Consultant also agrees to comply with Federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- C. Any costs for which payment has been made to the Consultant that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by the Consultant to Caltrans.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

NOTE: In this Exhibit C – GTC 610, the General Terms and Conditions are included in this Agreement by reference and made part of this Agreement as if attached hereto. See <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

The following language is to be included in lieu of the Standard Indemnification Clauses used in DGS GTC – 610 General Terms and Conditions.

Indemnification

The Consultant agrees to indemnify, defend, and hold harmless Caltrans, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent or intentional acts, errors, or omissions of the Consultant. The Consultant will reimburse Caltrans for any expenditure, including reasonable attorney fees, incurred by Caltrans in defending against claims ultimately determined to be due to negligent or intentional acts, errors, or omissions of the Consultant.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

I. AMENDMENT (CHANGE IN TERMS)

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in Agreement is binding on any of the parties.
- B. The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the Caltrans Contract Manager.
- C. There shall be no change in the Consultant's Contract Manager or members of the project team, as listed in the cost proposal, which is a part of this Agreement, without prior written approval by the Caltrans Contract Manager. If the Consultant obtains approval from the Caltrans Contract Manager to add or substitute personnel, the Consultant must provide the Personnel Request Form, a copy of the SF330 or resume for the additional or substituted personnel, along with a copy of the certified payroll for that person.

II. DISPUTES

- A. The Consultant shall continue with the responsibilities under this Agreement during any work dispute. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of the Caltrans Contract Manager and the Caltrans Contract Officer who may consider written or verbal information submitted by the Consultant.
- B. Any dispute not resolved by the committee consisting of the Caltrans Contract Manager and Caltrans Contract Officer may be reviewed by the Consultant Claims Review Committee (CCRC). The CCRC will consist of the Division Chief of Project Delivery (Chairperson), Deputy Director of Administration and the Chief Counsel of Legal Services or their designees. Additional members or their designees may serve on the committee.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. No later than 30 calendar days after Caltrans Contract Manager notifies the Consultant Contract Manager that all deliverables necessary to complete the plans, specifications and estimate (PS&E) have been completed, the Consultant may request review by the CCRC of unresolved claims or disputes that are not resolved by the Caltrans Contract Manager and Caltrans Contract Officer under subsection II.A. above. The request for review will be submitted in writing through the Caltrans Contract Officer to the Chairperson, CCRC. A meeting by the CCRC will be scheduled after the Chairperson concurs. After the meeting, the CCRC will make recommendations to the Deputy Director of the functional program area, who will make the final decision for Caltrans.
- D. 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 Agreement.

III. TERMINATION

This section regarding termination is in addition to GTC 610.

- A. Caltrans reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Consultant, any Subconsultant, and by extension, the Consultant's Independent CPA, or upon 30 calendar days written notice to the Consultant if terminated for the convenience of Caltrans.
- B. Caltrans may terminate this Agreement and be relieved of any payments except as provided for under early termination should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, Caltrans may proceed with the work in any manner deemed proper by Caltrans. All costs to Caltrans shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

IV. EARLY TERMINATION OF THIS AGREEMENT OR TASK ORDER(S),
OR SUSPENSION OF THIS AGREEMENT

General Conditions

- A. In the event this Agreement is terminated, suspended, or a Task Order is terminated for the convenience of Caltrans, the Consultant shall be paid for the percentage of the work completed, relative to the total work effort called for under this Agreement, and for termination costs. No billable costs will be considered payable under the Agreement during suspension.
- B. Within 30 calendar days of the date the Consultant is notified of the early termination of Task Order(s) issued against this Agreement for the convenience of Caltrans, the Consultant shall prepare and submit to the Caltrans Contract Manager, for approval, two (2) separate supplemental cost proposals:
 - 1. A final revised cost proposal for all project-related costs for the revised termination date, and
 - 2. A cost proposal specifically addressing the termination settlement costs only.

V. CONSULTANT'S DELIVERABLES UNDER EARLY TERMINATION

The Consultant shall provide all project-related documents and correspondence required as part of the Scope of Work/Deliverables or included in Task Orders. Project-related documents shall be described, listed, and identified as part of the final revised cost proposal. Project-related documents shall include all documents that are in complete and final form and which have been accepted as complete by Caltrans, or documents in draft and/or incomplete form for those deliverables, which are in progress by the Consultant and have not been accepted as complete. All documents must be received and accepted before the settlement cost invoice is paid.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

VI. INVOICE SUBMITTAL UNDER EARLY TERMINATION

Separate final invoices for project-related costs and termination settlement costs shall be submitted no later than 30 calendar days after the date the Consultant is notified of acceptance of the final cost proposals by the Caltrans Contract Manager. Invoices shall be submitted in accordance with EXHIBIT B. The invoice for termination settlement costs shall include the following, to the extent they are applicable: lease termination costs for equipment and facilities approved under the terms of this Agreement; equipment salvage costs for equipment valued over \$500.00; rental costs for unexpired leases, less the residual value of the lease; cost of alterations and reasonable restorations required by the lease; settlement expenses, e.g., accounting, legal, clerical, storage, transportation, protection and disposition of property acquired or produced under this Agreement, indirect costs, such as payroll taxes, fringe benefits, occupancy costs, and immediate supervision costs related to wages and salaries, incurred as settlement costs.

VII. TERMINATION ISSUES FOR SUBCONSULTANTS, SUPPLIERS, AND SERVICE PROVIDERS

The Consultant shall notify any Subconsultant and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any Subconsultant and service or supply vendor shall result in the Consultant being liable for the termination costs incurred by any Subconsultant and service or supply vendor for work performed under this Agreement, except those specifically agreed to in the termination notice to the Consultant.

VIII. COST PRINCIPLES UNDER EARLY TERMINATION

Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to Architectural and Engineering Agreement terminations.

IX. DISPUTES UNDER EARLY TERMINATION CONDITIONS

Disputes under early termination conditions shall be resolved in accordance with this Exhibit.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

X. CONSULTANT CLAIMS AGAINST THIS AGREEMENT OR TASK ORDER(S) UNDER EARLY TERMINATION

The Consultant agrees to release Caltrans from any and all further claims for services performed arising out of this Agreement or its early termination, upon acceptance by the Consultant of payment in the total amount agreed upon as full and final payment of its costs from performance and early termination of this Agreement or Task Order(s).

XI. NON-DISCRIMINATION

This section regarding non-discrimination is in addition to GTC 610.

- A. During the performance of this Agreement, the Consultant and its Subconsultants shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Consultants and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Consultant and Subconsultants shall comply with the provision of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Consultant and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Appendix A, relative to nondiscrimination on federally assisted projects, is attached hereto and made a part of this Agreement. (See the last three pages of this Exhibit D.)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. The Consultant shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 is applicable to this Agreement by reference.
- D. The Consultant shall include the nondiscrimination and compliance provisions of this clause in all subagreements to perform work under this Agreement.

XII. RETENTION OF RECORD/AUDITS

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Consultant, Subconsultants, and Caltrans shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the Consultant's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, FHWA, 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) shall have access to any books, records, and documents of the Consultant, Subconsultants, and the Consultant's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.
- B. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all the provisions of this clause.

XIII. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subconsultants, and no subagreement shall relieve the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

to the State for the acts and omissions of its Subconsultants 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 Subconsultants is an independent obligation from the State's obligation to make payments to the Consultant.

- B. The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager, except that which is expressly identified in the Consultant's Cost Proposal.
- C. Any subagreement 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 Subconsultants unless otherwise noted.
- D. Contractor shall pay its Subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the State.
- E. Any substitution of Subconsultants must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant.

XIV. EQUIPMENT PURCHASE

- A. Prior authorization in writing by the Caltrans Contract Manager shall be required before the Consultant enters into any non-budgeted purchase order or subagreement exceeding \$500.00 for supplies, equipment, or Consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the Consultant's Cost Proposal and exceeding \$500.00, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

- C. The Consultant shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment shall include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of \$5,000.00 or more. In addition, theft-sensitive items of equipment costing less than \$5,000.00 shall be inventoried. A copy of the inventory record must be submitted to Caltrans on request by Caltrans.
- D. Any equipment purchased by the Consultant will be returned to Caltrans at the end of this Agreement or, if not returned to Caltrans, it will be disposed of as agreed to by both parties. Both Caltrans and Consultant agree to comply with State Administrative Manual, Section 3520, Disposal of Surplus Personal Property, if Caltrans determines that Caltrans will not retain the equipment.
- E. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- F. Any subagreement entered into as a result of this Agreement shall contain all the provisions of this clause.

XV. INSPECTION OF WORK

The Consultant and any Subconsultants shall permit Caltrans and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

XVI. SAFETY

- A. The Consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the District

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Safety Officer and other State representatives. The Consultant's personnel shall wear white hard hats and orange safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans has determined that within such areas as 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.
- C. The Consultant or Subconsultant(s) 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 practice, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.
- D. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XVII. INSURANCE

- A. The Consultant shall furnish to Caltrans Certificates of Insurance for the minimum coverage set forth below. The Consultant shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with an A.M. Best's Financial Strength Rating of A- or better with a Financial Size Category of VI or better.
- B. Required Coverages and Limits:
 - 1. Workers Compensation (statutory) and Employers Liability Insurance:
 - \$1,000,000 for bodily injury for each accident
 - \$1,000,000 policy limit for bodily injury by disease
 - \$1,000,000 for each employee for bodily injury by disease

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

If there is an exposure of injury to the Consultant's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

If work is performed on State owned or controlled property the policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided in addition to the certificate of insurance.

2. Commercial General Liability Insurance with limits no less than:

\$1,000,000 per occurrence

\$2,000,000 products completed operations aggregate

\$2,000,000 general aggregate

The policy's general aggregate shall apply separately to the Consultant's work under this Agreement by evidencing a per project aggregate endorsement separately attached to the certificate of insurance.

The policy shall include coverage for liabilities arising out of premises, operations, independent consultants, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Consultant's limit of liability. The policy must include:

Caltrans, State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this Agreement.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Automobile liability, including owned, non-owned and hired autos, with limits not less than \$1,000,000 combined single limit per accident. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.
4. A \$1,000,000 umbrella or excess liability shall include premises/operations liability, products/completed operations liability, and auto liability coverage. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
5. Professional Liability insurance with limits no less than:

\$1,000,000 per claim

\$2,000,000 in the aggregate

The policy's retroactive date must be shown on the certificate and must be before this contract is executed or before the beginning of contract work.

Additionally, the Consultant shall maintain, or make a good faith effort to maintain, the Professional Liability insurance for a period of three (3) years after its performance under this Agreement.

- C. The insurance above shall be maintained in effect at all times during the term of this Agreement. If the insurance expires during the term of the Agreement, a new certificate must be submitted to the Caltrans Contract Manager not less than ten (10) days prior to the expiration of insurance. Failure to maintain the required coverage shall be sufficient grounds for Caltrans to terminate this Agreement for cause, in addition to any other remedies Caltrans may have available. Inadequate or lack of insurance does not negate the Consultant's obligations under the Agreement.
- D. The Consultant shall provide to the Caltrans Contract Manager within five (5) business days following receipt by Consultant a copy of any cancellation or non-renewal of insurance required by this Agreement. In

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

the event Consultant fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.

- E. Any required endorsements requested by Caltrans must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- F. Any required insurance contained in this Agreement shall be primary and not in excess of or contributory to any other insurance carried by Caltrans.
- G. Caltrans will not be responsible for any premiums or assessments on the policy.
- H. For Agreements with hazardous activities, new certificates of insurance are subject to the approval of DGS, and the Consultant agrees that no work or services shall be performed prior to such approval.
- I. The Consultant shall require all Subconsultants to carry insurance based on the cost of the subcontract and the potential risk to Caltrans of the subcontracted work. Notwithstanding any coverage requirements for Subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of Subconsultants.

XVIII. DAMAGES DUE TO ERRORS AND OMISSIONS

- A. Architect-Engineer Consultants shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. A firm may be liable for Caltrans costs resulting from errors or deficiencies in designs furnished under its Agreement.
- B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this A&E Agreement, the Caltrans Contract Officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the A&E Consultant may be reasonably liable.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- C. The Caltrans Contract Officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in Caltrans' interest. The Caltrans Contract Officer shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

XIX. OWNERSHIP OF PROPRIETARY PROPERTY

For the purposes of this section (Ownership of Proprietary Property) the following definitions shall apply:

Work: As delineated in Attachment 1 (Scope of Work) of the Agreement.

Work Product: As defined as Deliverable in Attachment 1 (Scope of Work) of the Agreement, including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement.

Inventions: Any idea, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Consultant or jointly with the Consultant's Subcontractor and/or the Consultant's Subcontractor's employee's with one or more employees of the Department of Transportation (hereinafter referred to as "Caltrans"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

A. Ownership of Work Product and Rights

1. Ownership of Work Product

All Work Product derived by the Work performed by the Consultant, its employees or by any of the Consultant's Subcontractor's employees under this Agreement, shall be owned by Caltrans and shall be considered works made for hire by the Consultant's

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Subcontractor for Caltrans. Caltrans shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a “c” in a circle followed by the four-digit year in which the Work Product was produced, followed by the words “California Department of Transportation.” For example, a Work Product created in the year 2003 would contain the copyright designation © 2003 California Department of Transportation.

2. Vesting of Copyright Rights

Consultant, its employees or any of Consultant’s Subcontractor’s employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to Caltrans, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Consultant’s Subcontractor from Caltrans. From time to time upon Caltrans’ request, the Consultant’s Subcontractor and/or its employees shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as Caltrans may request. Caltrans, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Consultant hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

B. Inventions

1. Vesting of Patent Rights

The Consultant, its employees and any Consultant’s Subcontractor hereby agrees to assign to Caltrans, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain Caltrans’ property regardless

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

of whether such protection is sought. The Consultant, its employees and Consultant's Subcontractor shall promptly make a complete written disclosure to Caltrans of each Invention not otherwise clearly disclosed to Caltrans in the pertinent Work Product, specifically pointing out features or concepts that the Consultant, its employees and Consultant's Subcontractor believes to be new or different. The Consultant, its employees and Consultant's Subcontractor shall, upon Caltrans' request and at Caltrans' expense, cause patent applications to be filed thereon, through solicitors designated by Caltrans, and shall sign all such applications over to Caltrans, its successors, and assigns. The Consultant, its employees and Consultant's Subcontractor shall give Caltrans and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as Caltrans may consider necessary or appropriate to carry out the intent on this Agreement.

2. Agency

In the event that Caltrans is unable for any reason whatsoever to secure the Consultant's, its employees' and/or Consultant's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Consultant, its employees and Consultant's Subcontractor hereby irrevocably designates and appoints Caltrans and its duly authorized officers and agents, as its agent and attorney-in-fact, to act for and on Consultant, its employees and Consultant's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Consultant, its employees and/or Consultant's Subcontractor. Caltrans shall have no obligations to file any copyright, trademark or patent applications.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

3. Avoidance of Infringement

In performing services under this Agreement, Consultant and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant or its employees shall immediately notify Caltrans in writing.

C. Additional Provisions

Subcontractors

Consultant shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Consultant's Subcontractor") providing services under this Agreement to conform to the provisions of Exhibit D, section XIX. Consultant's Subcontractor shall then provide the signed contract to the Consultant, who shall provide it to the Caltrans Contract Manager prior to the commencement of any work. In performing services under this Agreement, Consultant's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Consultant's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Consultant's Subcontractor shall immediately notify the Consultant in writing, Consultant will then immediately notify Caltrans in writing.

XX. OWNERSHIP OF DATA

- A. Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in Caltrans and no further agreement will be necessary to transfer ownership to Caltrans. The Consultant shall furnish Caltrans all necessary copies of data needed to complete the review and approval process.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- C. The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by Caltrans of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by Caltrans of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXI. CLAIMS FILED BY CALTRANS CONSTRUCTION CONTRACTOR

- A. If claims are filed by the Caltrans construction contractor relating to work performed by the Consultant's personnel and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims, the Consultant agrees to make its personnel available for consultation with Caltrans construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. The Consultant's personnel that Caltrans considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from Caltrans. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the Consultant's personnel services under this Agreement.
- C. Services of the Consultant's personnel in connection with Caltrans' construction contract claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- D. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXII. CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to Caltrans' operations, which is designated confidential by Caltrans and made available to the Consultant in order to carry out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by Caltrans relating to this Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasion.
- C. The Consultant shall not comment publicly to the press or any other media regarding this Agreement or Caltrans' actions on the same, except to Caltrans staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.
- D. The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement without prior review of the contents thereof by Caltrans and receipt of Caltrans' written permission.
- E. All information related to the construction estimate is confidential and shall not be disclosed by the Consultant to any entity, other than Caltrans.
- F. Any subagreement, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXIII. STANDARD OF CARE

Consultant represents that it possesses all necessary training, licenses, experience, and certifications to perform the Scope of Work, and shall perform all services in accordance with the degree of skill and care ordinarily

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

used by competent practitioners of the same professional discipline under similar circumstances, and localities, taking into consideration the contemporary state of the practice and the project conditions.

XXIV. EVALUATION OF CONSULTANT

The Consultant's performance will be evaluated by Caltrans. A copy of the evaluation will be sent to the Consultant for comments. The evaluation, together with the comments, shall be retained by Caltrans.

XXV. STATEMENT OF COMPLIANCE

The Consultant's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

XXVI. DEBARMENT AND SUSPENSION CERTIFICATION

- A. 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 or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. 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.
- B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

award, but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

XXVII. CONFLICT OF INTEREST

- A. During the term of this Agreement, the Consultant shall disclose any financial, business, or other relationship with Caltrans or the California Transportation Commission that may have an impact upon the outcome of this Agreement or any ensuing Caltrans construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing Caltrans construction project which will follow.
- B. The Consultant hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. The Consultant hereby certifies that neither the Consultant nor any firm affiliated with the Consultant will bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- D. Except for Subconsultants whose services are limited to providing surveying or materials testing information, no Subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement.
- E. Except for Subconsultants whose services are limited to materials testing, no Subconsultant who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.
- F. All consultant personnel are required to complete security and privacy awareness training each year. See <http://itsecurity.dot.ca.gov/training>.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- G. Any subagreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

XXVIII. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any state agency employee. For breach or violation of this warranty, Caltrans shall have the right, in its discretion, to terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXIX. PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The Consultant certifies, to the best of his or her knowledge and belief, that:
1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, 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 Agreement, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- B. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.
- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000.00, and that all such subrecipients shall certify and disclose accordingly.

XXX. CONSULTANT CODE OF BUSINESS ETHICS AND CONDUCT (Dec. 2007)

A. Definition

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

B. Code of Business Ethics and Conduct

- 1. Within 30 calendar days after contract award, the Consultant shall:
 - a. Have a written code of business ethics and conduct; and
 - b. Provide a copy of the code to each employee engaged in performance of the contract.
- 2. The Consultant shall promote compliance with its code of business ethics and conduct.

C. Awareness Program and Internal Control System for Other Than Small Businesses

This paragraph C does not apply if the Consultant has represented itself as a small business concern pursuant to the award of this contract. The Consultant shall establish within 90 days after contract award:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. An ongoing business ethics and business conduct awareness program; and
2. An internal control system.
 - a. The Consultant's internal control system shall:
 - (1) Facilitate timely discovery of improper conduct in connection with Government contracts; and
 - (2) Ensure corrective measures are promptly instituted and carried out.
 - b. For example, the Consultant's internal control system should provide for:
 - (1) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Consultant's code of business ethics and conduct and the special requirements of Government contracting.
 - (2) An internal reporting mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports;
 - (3) Internal and/or external audits, as appropriate; and
 - (4) Disciplinary action for improper conduct.

D. Subcontracts

The Consultant shall include the substance of this clause, including this paragraph D, in subcontracts, except when the subcontract:

1. Is for the acquisition of a commercial item; or
2. Is performed entirely outside the United States.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

APPENDIX A — FEDERAL FUNDING REQUIREMENTS

I. COMPLIANCE WITH REGULATIONS

The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

II. NON-DISCRIMINATION

The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

III. SOLICITATIONS FOR SUBAGREEMENTS, INCLUDING
PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

IV. INFORMATION AND REPORTS

The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

V. SANCTIONS FOR NONCOMPLIANCE

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the State Department of Transportation shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or
- B. Cancellation, termination or suspension of the Agreement, in whole or in part.

VI. INCORPORATION OF PROVISIONS

The Consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant will take such action with respect to any Subconsultant procurement as the State Department of Transportation or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State Department of Transportation to enter into such litigation to

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

protect the interest of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT E
ADDITIONAL PROVISIONS

I. DBE INFORMATION AND CONTRACT GOAL REQUIREMENT FOR DBE PARTICIPATION

- A. This Agreement is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26), entitled “Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs,” in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated by reference and made part of this Agreement as if attached hereto.
- B. A DBE is a firm that has been certified as a DBE as specified in 49 CFR 26. Only the participation of certified DBEs will count toward any contract goal.
- C. The contract goal for DBE participation for this Agreement is ten percent (10%). Participation by DBE prime and Subconsultants shall be in accordance with the information contained in the Disadvantaged Business Enterprise (DBE) Information form (ADM 0227F A&E) attached hereto and incorporated as part of this Agreement.
- D. Non-compliance by Consultant or Subconsultant(s) with the requirements of the regulations is a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedy for a breach of this Agreement, as Caltrans deems appropriate.
- E. Consultant or Subconsultant shall not discriminate on the basis of race color, national origin or sex in the performance of this Agreement. Each subcontract signed by and between Consultant and Subconsultant(s) in the performance of this Agreement must include this assurance.

II. SUBCONSULTANTS

- A. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the Caltrans Contract Manager.

EXHIBIT E
ADDITIONAL PROVISIONS

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to Subconsultants.
- C. Any substitution of Subconsultant(s) must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subconsultant(s).
- D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the State for the acts and omissions of its Subconsultant(s) 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 Consultant. Consultant's obligation to pay its Subconsultant(s) is an independent obligation from the State's obligation to make payments to Consultant. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subconsultant.

III. PERFORMANCE OF DBE CONSULTANTS AND OTHER DBE
SUBCONSULTANTS/SUPPLIERS

- A. A DBE performs a Commercially Useful Function (CUF) 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 CUF, the DBE must also be responsible for 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 CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
- B. A DBE does not perform a CUF 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

EXHIBIT E
ADDITIONAL PROVISIONS

determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- C. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) 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, presume that it is not performing a CUF.
- D. DBE Subconsultants shall perform the work and supply the materials that they have listed in their response to the Agreement award requirements specified on form ADM 0227F A&E, attached, unless Consultant has received prior written authorization to perform the work with other forces or to obtain the materials from other sources as set forth in the section below entitled "DBE Substitution."
- E. Consultant shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of Consultant) pursuant to prior written authorization of the Caltrans Contract Manager.

IV. EXCLUSION OF RETENTION

- A. In conformance with 49 CFR 26.29 (b) (1), the retention of proceeds required by Public Contract Code (PCC), Section 10261 shall not apply.
- B. In conformance with Public Contract Code (PCC) Section 7200 (b), in subcontracts between Consultant and a Subconsultant and in subcontracts between a Subconsultant and any Subconsultant thereunder, retention proceeds shall not be withheld, and the exceptions provided in PCC Section 7200 (c), shall not apply. At the option of Consultant, Subconsultant(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

EXHIBIT E
ADDITIONAL PROVISIONS

- V. PAYMENT TO DBE AND NON-DBE SUBCONSULTANT(S)
- A. Consultant shall pay its DBE Subconsultant(s) and non-DBE Subconsultant(s) within ten (10) calendar days from receipt of each payment made to Consultant by the State.
 - B. Prior to the fifteenth of each month, Consultant shall submit documentation to the Caltrans Contract Manager showing the amount paid to DBE trucking companies listed in Consultant's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies, which is claimed toward DBE participation. Consultant shall also obtain and submit documentation to the Caltrans Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that amount of credit claimed toward DBE participation conforms to the requirements of section VIII below entitled, "DBE Substitutions."
 - C. Consultant shall also submit to the Caltrans 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 for which DBE participation will be claimed. This documentation shall be submitted on the Monthly DBE Trucking Verification form provided to Consultant by the Caltrans Contract Manager.
 - D. Consultant shall return all moneys withheld in retention from a Subconsultant within 30 calendar days after receiving payment for work satisfactorily completed, even if other Agreement work is not completed and has not been accepted in conformance with the terms of the Agreement. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Consultant or Subconsultant in the event of a dispute involving late payment or non-payment to Consultant or deficient subcontract performance or noncompliance by a Subconsultant.

EXHIBIT E
ADDITIONAL PROVISIONS

VI. DBE RECORDS

- A. Consultant shall maintain records of all subcontracts entered into with certified DBE Subconsultant(s) and records of materials purchased from certified DBE supplier(s). The records shall show the name and business address of each DBE Subconsultant or vendor and the total dollar amount actually paid each DBE Subconsultant or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE (prime) Consultant shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. The Consultant shall prepare and submit a Disadvantaged Business Enterprises Utilization Report (form ADM-3069), Attachment 5, to the Caltrans Contract Manager with every invoice (refer to Exhibit B, Budget Detail and Payment Provisions).

VII. DBE SUBSTITUTIONS

- A. Consultant may not substitute a listed DBE Subconsultant, supplier or, if applicable, a trucking company, without the prior written approval of the Caltrans Contract Manager. Failure to obtain approval of substitute Subconsultants before work is performed, supplies are delivered, or services are rendered may result in payment being denied by Caltrans.
- B. Consultant must make an adequate good faith effort (GFE) to find another certified DBE Subconsultant to substitute for the original DBE Subconsultant. GFE shall be directed at finding another DBE Subconsultant to perform at least the same amount of work under the Agreement as the DBE Subconsultant that was substituted or terminated to the extent needed to meet the contract goal for DBE participation established for the Agreement.
- C. The requirement that DBEs must be certified by the Statement of Qualification due date does not apply to DBE substitutions after award of the Agreement. DBEs substituted after award must be certified at the time of the substitution.

EXHIBIT E
ADDITIONAL PROVISIONS

- D. Consultants shall submit requests for substitution to the Caltrans Contract Manager. Authorization to use other Subconsultants or suppliers may be requested for the following reasons:
1. Listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when such written Agreement, based upon the terms and conditions for this Agreement or on the terms of such Subconsultant's or supplier's written proposal, is presented by Consultant.
 2. Listed DBE becomes bankrupt or insolvent.
 3. Listed DBE fails or refuses to perform subcontract or furnish listed materials.
 4. Consultant stipulated that a bond was a condition of executing subcontract and listed DBE Subconsultant failed or refuses to meet the bond requirements of Consultant.
 5. Work performed by listed Subconsultant is substantially unsatisfactory and is not in substantial conformance with scope of work to be performed, or Subconsultant is substantially delaying or disrupting the progress of work.
 6. When it would be in the best interest of the State.
- E. At a minimum, Consultant's substitution request to the Caltrans Contract Manager must include a:
1. Written explanation of the substitution reason and, if applicable, Consultant must also include the reason a non-DBE Subconsultant is proposed for use.
 2. Written description of the substitute business enterprise, including its business status, DBE certification number, and status as a sole proprietorship, partnership, corporation, or other entity.
 3. Written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
- F. Prior to the approval of Consultant's substitution request, the Caltrans Contract Manager must give written notice to the Subconsultant being

EXHIBIT E
ADDITIONAL PROVISIONS

substituted by Consultant. A copy of the notice sent by the Caltrans Contract Manager must be sent to the Division of Procurement and Contracts (DPAC). The notice must do all of the following:

1. Give the reason Consultant is requesting substitution of the listed Subconsultant;
2. Give the listed Subconsultant five working days within which to submit written objections to DPAC and copies to the Caltrans Contract Manager;
3. Notify the Subconsultant that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
4. Be served by certified or registered mail to the last known address of the listed Subconsultant.

The listed Subconsultant, who has been so notified, shall have five working days within which to submit written objections of the substitution to the Caltrans Contract Manager. Failure to submit a written objection shall constitute the listed Subconsultant's consent to the substitution.

- G. If written objections are filed by the listed Subconsultant, DPAC will render a written decision. DPAC shall give written notice of at least five (5) working days to the listed Subconsultant of a hearing by Caltrans on Consultant's request for substitution.

VIII. DBE CERTIFICATION AND DE-CERTIFICATION STATUS

- A. If a DBE Subconsultant is decertified during the life of the Agreement, the decertified Subconsultant shall notify Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the Agreement, the Subconsultant shall notify Consultant in writing with the date of certification.
- B. Consultant shall report any changes to the Caltrans Contract Manager within 30 days.

EXHIBIT E
ADDITIONAL PROVISIONS

IX. DBE ELIGIBILITY

A. The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.

B. Credit for DBE Prime Consultants

Consultant, if a certified DBE, is eligible to claim all of the work toward the goal except that portion of the work to be performed by non-DBE Subconsultants.

C. Credit for Material or Supplies

Credit for materials or supplies purchased from DBEs will be as follows:

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

EXHIBIT E
ADDITIONAL PROVISIONS

3. 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 DBE regular dealers within the meaning of this paragraph.
4. Credit for materials or supplies purchased from a DBE that 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.

D. Credit for DBE trucking companies will be as follows:

1. The DBE must manage and supervise the entire trucking operation for which it is responsible. There cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
3. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total

EXHIBIT E
ADDITIONAL PROVISIONS

value of the transportation services provided by the lessee, since these services are not provided by the DBE.

6. For the purposes of this paragraph, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

X. TERMINATION OF DBE

A. In conformance with 49 CFR 26.53 (f) (1) and 26.53 (f) (2):

1. Consultant shall not terminate for convenience a listed DBE Subconsultant and then perform that work with its own forces (personnel), or those of an affiliate, unless Consultant has received prior written authorization from the Caltrans Contract Manager to perform the work with other forces (other than Consultant's own personnel) or to obtain materials from other sources; and
2. If a DBE Subconsultant is terminated or fails to complete its work for any reason, Consultant will be required to make GFE to replace the original DBE Subconsultant with another DBE Subconsultant to the extent needed to meet the Agreement goal.

B. Noncompliance by Consultant with the requirements of this section is considered a material breach of this Agreement and may result in termination of the Agreement or other such appropriate remedies for a breach of this Agreement as Caltrans deems appropriate.

SCOPE OF WORK/DELIVERABLES
Program/Project Management Support Services
On-Call

A. Purpose of Work

The Consultant shall perform professional and technical services required for Program/Project Management Support Services, on an “as-needed” basis to support the Department of Transportation (Caltrans) in the development and construction of proposed Caltrans transportation facilities on projects in **Riverside County** except the following projects:

EA	PN	County	Route	Begin/ End Post Miles	Work Description
0F540	0800000136	RIV	91	0/R 11.55	CONST 1 MF LN & 2 TEL (TOLL EXPRESS LN) EACH DIRECTION ON RTE 91 & CONST 1 TEL EACH DIRECTION ON RTE 15 (DESIGN/BUILD)
0F541	0800000137	RIV	91	R 0.6/R 2.6	CONSTRUCT A NEW FLY OVER CONNECTOR

The Caltrans Contract Manager shall assign specific work to the Consultant through the issuance of Task Orders describing in detail the services to be performed. The Consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to Caltrans including, but not limited to, integration management; scope management; time management; cost management; quality management; resource management; communication management; risk management; project scheduling; project coordination; PM developments and project resource estimating services.

The Consultant shall not work on any project that is in the Planning Phase (K-Phase) listed under the Work Breakdown Structure (WBS) 150 series.

B. Location of Work

The work shall be performed on projects to improve the State transportation system throughout California. The specific location of the work to be performed shall be identified in each Task Order. It may become necessary for Caltrans projects to extend into another adjoining District 12/Orange County line, District 11/San Diego and

Imperial County line. In such instances, the project work shall not extend more than a thirty (30)-mile radius from the District/County boundary.

C. Required Services

1. Pursuant to an authorized Task Order, the Consultant shall provide Program/Project Management Support Services, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Local, State, and Federal statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. A list of proposed Caltrans projects is provided; however, this list is not exclusive and it does not constitute a commitment that the projects will be initiated or completed or work assigned to the Consultant. Caltrans reserves the right to add or delete from this list projects that are within the geographical jurisdiction of this Contract set forth in "Location of Work" Section . Caltrans intends to utilize this Contract to complete a specific piece of work as long as it is located within Location of Work in this Contract utilizing the services described in this Scope of Work as specified in this Contract, detailed in a Task Order. In the future, Caltrans may find it necessary to create a separate contract (or contracts) that involves a specific project listed in this Contract and includes part of the work contained in this Contract. Caltrans reserves the right to procure Architectural and Engineering (A&E) services involving the listed projects or unlisted projects (within the same geographical area) involving in whole or in part the same work using a project-specific agreement if the schedule to complete performance of the specific project extends beyond the term of this Contract or the cost to complete the specific project exceeds the dollar balance remaining in the Contract after accounting for amounts due to the Consultant for work previously performed. Should a project-specific agreement be procured under these provisions, the parties mutually agree that, in accordance with Exhibit D, section III of this Contract, Caltrans shall terminate for convenience the portion of the Contract that includes the common scope of work identified in the project-specific agreement per Exhibit D, section III of this Contract. Such partial termination for convenience shall be processed by amendment to this Contract. Unless otherwise required by law, regulation, or Caltrans policy or procedure, the Consultant may compete for these project-specific Contracts.

In this Contract is a list of proposed staff augmentation personnel classifications for which services are anticipated to be needed by Caltrans during the term of this Contract; however, this list is not exclusive so long as the classification perform Program/Project Management Support Services. Caltrans reserves the right to

add/or delete personnel classifications from this list. Consultant personnel will work under the general direction of a Caltrans Senior Transportation Engineer.

2. The proposed projects may vary in scope and size, and may encompass any type of improvement for the State transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, and scope of work to be performed shall be described in each Task Order.
3. The Consultant shall be expected to perform support functions at Caltrans offices. Caltrans may provide the office space at various (field) offices, such as trailers, when required by Task Order including, but not limited to, all utilities, office equipment, and office supplies typically used by the Caltrans personnel, to the Consultant personnel providing services under this Contract. The Consultant, including its Subconsultants, shall include the Field Office Indirect Cost Rate in its cost proposals and use the Field Office Indirect Cost Rate in billing Caltrans for those personnel utilizing Caltrans' (field) office facilities.
4. Program/Project Management Support Services include, but not be limited to:
 - a. Assisting in the programming of projects.
 - b. Coordinating with Regional Transportation Planning Agencies, Local Agencies and other local project sponsors.
 - c. Updating and analyzing project workplans (historic trends on planning vs. expenditures, analysis and interview functions on the expenditure practices, current workplan resource analysis, consistent project management practices, and opportunity for efficiencies).
 - d. Assisting the Federal Highway Administration (FHWA) and other review agencies to review documents submitted by Caltrans and other transportation agencies in California on projects assigned to the Consultant.

D. Workplan Standards Guide Codes

Task Orders are based on the Caltrans Workplan Standards Guide (WSG). The latest WSG is found in the Guide to Project Delivery Workplan Standards, which is available from Caltrans' Publication Unit and on the Internet at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. The WSG references the Work Breakdown Structure (WBS) categories, which are potential and related work activities applicable to this Contract. All revisions to the current version of the WBS shall apply during the life of this Contract.

1. The WBS activities applicable to this Contract are set forth below:

- 100 Perform Project Management
- a. WBS 100.05.05, 100.10.05, 100.15.05 & 100.20.05 Initiation & Planning of each project phase
- i. Establish expenditure authorizations (EA).
 - ii. Develop and update charter. This document should identify the purpose and need for the project, the type of documents to be developed, possible funding sources, constraints, and assumptions. It should incorporate by reference any agreements with the sponsors (including, but not be limited to, local agencies, maintenance).
 - iii. Develop, maintain, update, and enter project information for input into project management database system(s) (including, but not be limited to, CA Clarity PPM. Update and develop Workplan (resourced schedule). Includes the projects scope, cost, and schedule elements.
 - iv. Develop, maintain, and update project Quality Management Plan.
 - v. Develop, maintain, and update project Communication Management Plan.
 - vi. Provide support to develop, maintain, and update project Risk Management Plans and Risk Registers. Includes qualitative risk analysis, quantitative risk analysis, and various project simulations methods including Monte Carlo analysis.
 - vii. Develop, maintain, and update project Resource Management Plan (personnel and procurement).
 - viii. Provide support to facilitate and conduct partnering sessions for local oversight projects.
 - ix. Develop, update and maintain project Resource Management Plans (staff and procurement). Includes working with task managers and functional units to develop work agreements for staff resources required to deliver individual projects. Enter and update resource information in project work plans.
 - x. Develop project Financial Plans and Project Management Plans as required under the Federal Surface Transportation Act (SAFETEA-LU). Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU)
 - xi. Prepare project change control documents including Project Change Requests (PCRs).
 - xii. Support the project status update process. Includes the entire status process from reporting work results to updating databases. Includes updating and revising work plan during execution of the phase.

- xiii. Provide project data to support District 8 status cycle, status meeting, close-out meetings, delivery plan and contract for delivery.
 - xiv. Communication and distribution of project records and information. Includes responses to all internal and external requests for information about the project.
 - xv. Quality assurance/Quality control for project data and information.
 - xvi. Sponsor, team, and stakeholder evaluations for project.
 - xvii. Perform independent reviews of project schedules and estimates.
 - xviii. Provide quality control relative to the project management aspects of various engineering reports required for Capital Outlay projects. Includes review of these reports and providing recommendations to the developer as well as the approving authority.
 - xix. Preparations for public meetings and participation in those meetings. This includes preparation of project exhibits and materials. Also includes development of needed advertisements and publication of these advertisements in newspapers, or other media.
 - xx. Assist in the development of various project agreements including interagency agreements, cooperative agreements, and Highway Improvement Agreements.
 - xxi. Assist in the review and update of project management related aspects of the plans, specifications and estimates (PS&E) package.
 - xxii. Assist in the preparation of Request for Funds and/or Project Notifications.
 - xxiii. Provide project management support for implementing Earned Value Management.
- b. WBS 100.05.10, 100.10.10, 100.15.10 & 100.20.10 Execution & Control of each project phase
- i. Status project. Includes the entire status process from reporting work results to updating databases. Includes updating and revising workplan during execution of the phase.
 - ii. Communication and distribution of project records and information. Includes responses to all internal and external requests for information about the project.
 - iii. Preparations for public meetings and participation in those meetings. This includes preparation of exhibits and materials and distribution of meeting notes.
 - iv. Updating Quality Management Plan.
 - v. Updating Communication Management Plan.
 - vi. Updating Risk Management Plan.
 - vii. Quality assurance / Quality control.
 - viii. Procurement of resources.

- c. WBS 100.05.15, 100.10.15, 100.15.15 & 100.20.15 Close Out each project phase. Project Managers shall close out each component (phase) of the project in a formal and consistent manner. Proper Project Close-Out process is provided at http://pd.dot.ca.gov/pm/ProjectOffice/ProcessGuidance_Directives/Closeout.asp.
- i. Close out contracts and agreements.
 - ii. Sponsor, team, and stakeholder evaluations.
 - iii. Document lessons learned.
 - iv. Close out reports.
 - v. Close expenditure authorizations (EA).
 - vi. Close out contracts and agreements necessary for project completion.
 - vii. Provide project management support during the project close out process including completion of the close out report.
 - viii. After the project is complete such as the Construction component, the Right of Way component (including excess property disposal), post-construction Environmental mitigation and any other necessary actions are finished, the expenditure authorizations (EAs) can be closed out.
 - ix. Finalize
 - x. Conduct Close-Out Meeting with Project Development Team.
 - xi. Archive project files.
- d. Provide only Program/Project Management tasks listed above shall be performed on the various project tasks listed, but not necessarily limited to:

WBS Code	WBS Description
100.10.35	Executed Cooperative Agreement for Project Approval and Environmental Document (PA&ED) Process
100.15.20	Project Shelving (PS&E)
100.15.25	Project Unshelving (PS&E)
100.15.30	Updated Administrative Record during PS&E
100.15.35	Executed Cooperative Agreement for PS&E Process
100.15.99	Other Project Management PS&E Products
100.20	Project Management - Construction Component
100.20.20	Project Shelving (Construction)
100.20.25	Project Unshelving (Construction)
100.20.30	Updated Administrative Record during Construction
100.20.35	Executed Cooperative Agreement for Construction Process
100.20.99	Other Project Management Construction Products

100.25	Project Management - Right of Way Component
100.25.05	Right of Way Component Initiation and Planning
100.25.10	Right of Way Component Execution and Control
100.25.15	Right of Way Component Close Out
100.25.20	Project Shelving (Right of Way)
100.25.25	Project Unshelving (Right of Way)
100.25.30	Updated Administrative Record during Right of Way
100.25.35	Executed Cooperative Agreement for R/W Process
100.25.50	Executed Cooperative Agreement for R/W Relinquishment
100.25.99	Other Project Management R/W Products

e. Program/Project Management Services will be provided to manage the following activities and milestones:

- Perform Preliminary Engineering Studies and Draft Project Report
- DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVE
- Perform Environmental Studies and Prepare Draft Environmental Document
- Alternatives for Further Study
- Draft Environmental Document Analysis
- Categorical Exemption/ Categorical Exclusion (CE) Determination
- Permits, Agreements, and Route Adoptions during Project Approval & Environmental Documentation (PA&ED) Component
- New Connection Request and Route Adoption CTC Submittal
- Route Adoption and Public Road Connections Placed on CTC Agenda
- Circulate Draft Environmental Document and Select Preferred Project Alternative
- Public Hearing Logistics
- Displays for Public Hearing
- Prepare and Approve Project Report and Final Environmental Document
- BASE MAPS AND PLAN SHEETS FOR PS&E DEVELOPMENT
- Right of Way Property Management and Excess Land
- Utility Relocation
- Executed Maintenance Agreement
- MOU from Tribal Employment Rights Office (TERO)
- Prepare and Execute Cooperative Agreement for Relinquishment
- PERFORM RIGHT OF WAY ENGINEERING

- Obtain Right of Way Interests for Project Right of Way Certification
 - Prepare Draft PS&E
 - Updated Project Information for PS&E Package
 - Environmental Mitigation
 - Long Term Mitigation Monitoring
 - Draft Structures PS&E
 - Post Right of Way Certification Work
 - Final Structures PS&E Package
 - Circulate, Review, and Prepare Final District PS&E Package
 - Circulated & Reviewed Draft District PS&E Package
 - Request for Funds
 - Safety and Maintenance Reviews
 - Relief from Maintenance Process
 - Final Inspection and Acceptance Recommendation
 - Contract Change Order Administration
 - Need for Contract Change Order (CCO) Determination
 - Contract Change Order Approval
 - Other Functional Support
 - Technical Support
 - ACCEPT CONTRACT PREPARE FINAL CONSTRUCTION ESTIMATE AND FINAL REPORT
 - Certificate of Environmental Compliance
 - Final PERFORM RIGHT OF WAY ENGINEERING
- f. Project management services include, but are not limited to:
- i. Assisting in the programming of projects.
 - ii. Coordinating with Regional Transportation Planning Agencies, Local Agencies and other local project sponsors.
 - iii. Assisting in the management of State Highway project delivery
 - iv. Updating and analyzing project workplans (historic trends on planning vs. expenditures, analysis and interview functions on the expenditure practices, current workplan resource analysis, consistent project management practices, and opportunity for efficiencies).
 - v. Presenting and marketing of project management policies, practices and procedures to project delivery staff.
 - vi. Assisting the Federal Highway Administration (FHWA) and other review agencies to review documents submitted by Caltrans and other transportation agencies in California on projects assigned to the Consultant.

- vii. Advising District Division of Program and Project Management on the best practices in particular areas of program and project management.
- viii. Assisting District Division of Program and Project Management in implementing new program and project management tools.
- ix. Developing Statewide and District-wide guides and standards for project management.
- x. Mentoring Caltrans Project Managers.
- xi. Mainstreaming Intelligent Transportation System (ITS) planning into the Department's Capital and Process Improvement projects pursuant to Director's Policy on ITS (DP-26) and the United States Department of Transportation Final Rule for ITS (23CFR940).

E. Schedule of Performance and Time Requirements

Task Orders shall be issued and executed throughout the duration of this Contract. Task Orders shall be completed in the timeframe identified in the Task Order and prior to the expiration of the Contract.

Caltrans and the Consultant shall develop and agree to a schedule for the services and deliverables to be completed and delivered. All deliverables shall satisfy the Standards set forth in "Standards" Section in order to be accepted for payment.

F. Personnel Requirements

1. The Consultant, including the prime Consultant and all Subconsultants, shall throughout the life of the Contract, retain within its firm, a staff of people who shall be properly licensed and certified in accordance with the laws of the State of California and qualified to perform all aspects of the required work described in this Contract and all work specified in a Task Order.

The Consultant shall be prepared to provide additional personnel, as necessary, during the course of Contract performance to accommodate possible modifications and revisions to the work.

2. Consultant Contract Manager

The Consultant Contract Manager shall coordinate the work related matters and Consultant's operations under this Contract with the Caltrans Contract Manager.

The Consultant Contract Manager shall have a minimum of five (5) years of responsible experience performing the duties as a contract manager for similar

Architectural/Engineering support services contracts. The Consultant Contract Manager shall be an employee of the prime Consultant.

The Consultant Contract Manager shall be a Registered Professional Engineer (Civil) licensed in the State of California in good standing with the Board of Registration at all times during the Contract period, to perform the tasks described in this Contract and in the Task Orders.

The Consultant Contract Manager shall have a documented minimum five (5) years of demonstrated experience acceptable to Caltrans as a Project Development Team member delivering highway projects. Certification as a Project Management Professional (PMP) from Project Management Institute (PMI) or other equivalent Project Management certification is desirable.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel, Subconsultants, Program/Project Management Support Services work, and Consultant's operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's personnel.
- c. Assigning qualified personnel to complete the required Task Order work as specified on an as-needed basis in coordination with the Caltrans Contract Manager.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to Caltrans.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the Caltrans Contract Manager.
- m. Monitoring and maintaining required DBE involvement.

- n. Ensuring compliance with the provisions as specified in this Contract and each specific Task Order's requirements.
- o. Reviewing work prepared by Consultant's personnel.
- p. Updating and managing PRSM and other Caltrans' Program Project Management Systems.
- q. Qualifications at least equivalent to one of the following classifications in California State service:
 - i. Transportation Engineer (Civil), Range D.

3. Consultant Task Order Lead person

A Task Order Lead person (who may be other than the Consultant Contract Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Task Order Lead person shall be the primary contact for the assigned Task Order and be available as needed for communication with Caltrans.

The Consultant Task Order Manager (who may be other than the Consultant Contract Manager) shall be assigned to conduct, or direct the conduct of, all work assigned under a single Task Order. The Consultant Task Order Manager shall be the primary contact for the assigned Task Order and be available as needed for communication with Caltrans.

4. Consultant Personnel and Team Member Qualifications

The Consultant team member shall be capable of assisting the Consultant Contract Manager in all aspects of the required work. The Consultant team member's required professional qualifications shall be identified in each Task Order.

5. In this Contract, a person who is authorized to review and approve Consultant Program/Project Management deliverables in place of the Consultant Contract Manager shall be hereafter referred to as the Program/Project Management responsible person. The Consultant Program/Project Management responsible person signing deliverables under this Contract shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to Caltrans for consideration under the review and acceptance process.

6. All deliverables under this Contract not fully approved by Caltrans bearing the signature of the Program/Project Management responsible person who is no longer employed by the Consultant or its Subconsultants, shall be replaced by deliverables under this Contract bearing the signature of a qualified replacement Program/Project Management responsible person who is employed by the Consultant or its Subconsultants. In such an event, no additional time shall be

allowed or cost reimbursed to the Consultant without the prior written approval of the Caltrans Contract Manager.

7. All of the Consultant's work shall be conducted under the direction of the Consultant Contract Manager who shall have the appropriate experience as described in this Contract. All deliverables under this Contract requiring the Program/Project Management responsible person's signature, shall be produced by the responsible Consultant personnel having appropriate experience, and shall be signed by a Program/Project Management responsible person.
8. Consultant Project Manager(s) or Consultant Functional Coordinator(s) (Project Development Team leader who manages multi-disciplinary resources across all phases of the project) shall be assigned to manage transportation projects on-site with Caltrans project management personnel on a full time basis.

Each Consultant personnel assigned as a Project Manager(s) or Consultant Functional Coordinator(s) to manage projects:

- a. Degree (Bachelors, Masters, or higher) in engineering, planning or other transportation related field.
- b. Shall have a documented minimum five (5) years of demonstrated experience acceptable to Caltrans delivering highway projects AND EITHER
 - i. A documented minimum one (1) year of demonstrated experience acceptable to Caltrans as a Project Manager (Project Development Team leader who manages multi-disciplinary resources across all phases of the project).
OR
 - ii. A documented minimum five (5) years of demonstrated experience acceptable to Caltrans as a Project Engineer in "Responsible Charge" of delivering highway projects.
- c. Shall be full time, which is forty (40) hours per week (8 hours a day) if required.
- d. Shall be dedicated to Caltrans with no other work assignments for private or public clients on Caltrans highway projects unless authorized by the Caltrans Contract Manager.
- e. Shall be working on-site in the Caltrans Facilities during Caltrans building business hours which is 8:00 am -5:00 pm.
- f. A Registered Civil Engineer licensed in the State of California is desirable.
- g. Certification as a PMP from PMI or other equivalent Project Management certification is desirable.
- h. Qualifications at least equivalent to one of the following classifications in California State service:

- i. Senior Transportation Engineer, Caltrans
- ii. Senior Architect
- iii. Senior Bridge Engineer
- iv. Senior Transportation Electrical Engineer (Specialist)
- v. Senior Transportation Electrical Engineer (Supervisor)
- vi. Senior Land Surveyor
- vii. Senior Landscape Architect, Caltrans
- viii. Senior Materials and Research Engineer
- ix. Senior Mechanical Engineer, Caltrans
- x. Senior Engineering Geologist

9. Project Management Specialist(s) to provide project management support, project scheduling using CA Clarity Open Workbench, project coordination, program management, risk analysis, and expert project management services on an "as needed" basis.

Each Consultant personnel assigned as a Project Management Specialist(s) shall have:

- a. Degree (Bachelors, Masters, or higher) in engineering, planning or other transportation related field.
 - b. At least five (5) years experience delivering highway projects AND EITHER:
 - i. One (1) year experience as a Project Manager (Project Development Team leader who manages multi-disciplinary resources across all phases of the project).
OR
 - ii. Five (5) years of experience as a Project Engineer in "Responsible Charge" of delivering highway projects.
 - c. Certification as a PMP from PMI or other equivalent Project Management certification is Mandatory.
 - d. Experience and expertise in Risk Management, Earned Value Management, and Resource Loaded Critical Path Method Scheduling.
 - e. At a minimum one specialist shall be a certified expert user of the Open Workbench scheduling software from CA Clarity.
 - f. Be available to work on-site in the Caltrans Facilities as required.
 - g. Experience as a Project Manager is desirable.
 - h. A Registered Civil Engineer licensed in the State of California is desirable.
 - i. Experience managing or delivering highway projects is desirable.
10. Assistant Project Manager to provide Program/Project Management Support Services and manage complex aspects of transportation related projects on an "as needed" basis.

Each Consultant employee assigned as an Assistant Project Manager(s) shall have:

- a. Degree (Bachelors, Masters, or higher) in engineering, planning or other transportation related field is desirable.
- b. At least three (3) years experience delivering transportation related projects.
- c. Qualifications at least equivalent to one of the following classifications in California State service:
 - i. Transportation Engineer (Civil), Range C or D.
 - ii. Transportation Engineer (Electrical), Range C or D.
 - iii. Associate Architect.
 - iv. Land Surveyor, Caltrans.
 - v. Landscape Architect, Range C or D.
 - vi. Associate Materials and Research Engineer.
 - vii. Associate Mechanical Engineer, Caltrans.
 - viii. Associate Engineering Geologist.
 - ix. Associate Right of Way Agent.
 - x. Associate Environmental Planner.
 - xi. Associate Governmental Program Analyst.

11. Project Analyst to provide Program/Project Management Support Services on an "as needed" basis.

Each Consultant employee assigned as a Project Analyst (s) shall have:

- a. Degree (Bachelors, Masters, or higher) in engineering, planning or other transportation related field is desirable.
- b. At least three (3) years experience supporting transportation related projects, in particular providing support related to project management knowledge areas.
- c. Qualifications at least equivalent to one of the following classifications in California State service:
 - i. Transportation Engineer Technician.
 - ii. Associate Governmental Program Analyst.

12. Each Consultant's personnel assigned as an Expert Project Manager shall be a recognized expert in the field in which they are consulting. Consultant staff must have prior experience with assisting the FHWA and other agencies to assess documents (e.g. Project Reports, Financial Plans, Environmental Documents, Plans Specification and Estimates, Contract Change Orders).

13. It is expected that a majority of the work (>50%) shall be completed in a staff augmentation manner.

14. Most Consultant personnel shall be expected to be assigned in the “field” at the Caltrans facilities for an extended period.

G. Consultant Availability and Work Hours

The typical workday includes all hours worked as identified in the Task Order and also as directed by the Caltrans Contract Manager. Unless otherwise specified in the Task Order or directed by the Caltrans Contract Manager, the normal workweek shall consist of forty (40) hours.

H. General Requirements

1. For each Task Order, the Consultant shall carry out instructions received from the Caltrans Contract Manager, and as directed by the Caltrans Contract Manager shall coordinate activities and work closely with multiple stakeholders including, but not limited to, Caltrans’ various functional units, Caltrans’ project managers, other entities with an interest in the project, other consultants, other contractors, and firms contracted by Caltrans working on the same projects or adjacent projects. In the event an instruction or direction is unclear to the Consultant, the Consultant shall ask the Caltrans Contract Manager to clarify the instruction or direction. The work is a critical element of project planning and construction schedules and shall be accomplished in a timely fashion. Projects having complex and overlapping schedules and therefore Project work may have overlapping and parallel (not serial order) schedules.
2. It is not the intent of the foregoing paragraph to relieve the Consultant of professional responsibility during the performance of this Contract. In instances where the Consultant believes a better standard solution to a task being performed or a issue being addressed is possible, the Consultant shall promptly notify the Caltrans Contract Manager of these concerns, together with the reasons therefore. However, Caltrans shall make all final decisions on the scope of the Consultant’s activities and investigations.
3. The Consultant shall prepare the required deliverables, backup documents, other documents, and other items required by this Contract according to requirements of this Contract and applicable Caltrans Manuals for the work.
4. The Consultant shall be required to work with other Caltrans Functional Units as directed by the Caltrans Contract Manager.

5. The Consultant shall work closely with the Caltrans Contract Manager and the Caltrans designee stated in the Task Order.
6. As directed and as a first order of work, the Consultant shall prepare and update a comprehensive Critical Path Method (CPM) network and the Caltrans WBS for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule as well as other relevant data to monitor project progress, Consultant's work control, and Caltrans review of work status. The relevant data shall include a list of activities with budgeted cost and target date for completion of each. The minimum number of task details shall be identified in the Task Order. This workplan shall be updated once a month to show the approved baseline schedule and the actual progress schedule.
7. The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instructions. Personnel skill level should match the specific classifications and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Local, State and Federal regulations.
8. The Consultant is required to submit a written request and obtain the Caltrans Contract Manager's prior written approval for any substitutions, additions, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. Substituted staff is subject to the same qualification requirements as the staff replaced for the work being performed.
9. In responding to Caltrans' Task Order and in consultation with the Caltrans Contract Manager, the Consultant Contract Manager shall identify the specific individuals proposed for the task and their job assignments. The Consultant shall provide documentation that proposed personnel meet the appropriate minimum qualifications as required by this Contract.
10. The Consultant's personnel shall typically be assigned to and remain on specific Caltrans projects until completion and acceptance of the project by Caltrans. Personnel assigned by the Consultant shall be available at the start of a Task Order and after acceptance of the project by Caltrans.
11. After Caltrans' approval of the Consultant's personnel proposal and finalization of a Task Order, the Consultant may not add or substitute personnel without Caltrans' prior written approval.
12. Resumes containing the qualifications and experience of the Consultant's and Subconsultant's personnel, which include existing, additional, and substitute personnel, and copies of their minimum required certifications, shall be submitted

to the Caltrans Contract Manager for review before assignment on a project or Task Order. The resume and copies of current certification for each candidate shall be submitted to the Caltrans Contract Manager within one (1) week of receiving the request.

The Caltrans Contract Manager may interview the Consultant's personnel for the qualifications and experience. The Caltrans Contract Manager's decision to select the Consultant's personnel shall be binding to the Consultant and its Subconsultants. The Consultant shall provide adequate qualified personnel to be interviewed by the Caltrans Contract Manager within one (1) week of receiving the request.

The Caltrans Contract Manager shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether the deliverables satisfy the acceptance tests and criteria. The Caltrans Contract Manager may reject any Consultant personnel determined by the Caltrans Contract Manager to lack the minimum qualifications. If at any time the level of performance is below expectations, the Caltrans Contract Manager may direct the Consultant to immediately remove Consultant personnel from the project specified in a Task Order and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the Caltrans Contract Manager. The Consultant shall not remove or replace any existing personnel assigned to Task Orders without the prior written consent of the Caltrans Contract Manager. The removal or replacement of personnel without the written approval from the Caltrans Contract Manager shall be violation of the Contract and may result in termination of the Contract per Exhibit D, Section III, Termination. Invoices with charges for personnel not pre-approved for work on the Contract and each Task Order by the Caltrans Contract Manager shall not be reimbursed.

13. When assigned consultant staff is on approved leave and required by the Caltrans Contract Manager, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same classification, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Caltrans. Substitute personnel shall receive prior written approval from the Caltrans Contract Manager to work on this Contract.
14. Other project personnel not identified shall also satisfy appropriate minimum qualifications for assigned Task Orders. Caltrans' prior written approval is

required for all personnel not identified on the Consultant's organization chart or the Consultant's cost proposals.

15. The Consultant's timesheet/expenses shall be approved by the Caltrans Contract Manager before submitting timesheets or expense reimbursement requests for payment.
16. The Consultant shall begin the required work within two (2) working days or per the Task Order after receiving a fully executed Task Order and the issuance of the Notice to Proceed (NTP) from the Caltrans Contract Manager. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the Caltrans Contract Manager.
17. The work shall not be performed when conditions prevent a safe and efficient operation.
18. The Consultant Contract Manager, Task Order Manager, and Key Personnel shall be accessible to the Caltrans Contract Manager at all times during normal Caltrans working hours or after hours as required by the Caltrans Contract Manager.
19. The Caltrans Contract Manager may direct the Consultant's employees to work overtime. All overtime shall be pre-approved by the Caltrans Contract Manager. Overtime shall be worked only when directed in writing by the Caltrans Contract Manager and specifically required by the Task Order, and shall only be paid to persons covered by the Fair Labor Standards Act.
20. The Consultant or its Subconsultants shall not incorporate any materials or equipment of a single or sole source origin without the advance written approval of Caltrans.
21. The Caltrans Contract Manager shall address all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this Contract.
22. Additional standards for specific work may be included in the Task Order. If such additional standards conflict with the standards specified in this Contract, the standards specified in this Contract shall prevail over the Task Order standards.
23. The Consultant may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation, Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and be consistent with the Consultant's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

24. All Consultant personnel, who are working in a staff augmentation role, are required to complete security and privacy awareness training each year (see <http://itsecurity.dot.ca.gov/security>) and sign a confidentiality and nondisclosure agreement.
25. The Consultant shall only provide incidental non-Architectural and Engineering (A&E) services, such as meeting support, provided (a) such services are necessary for the completion of the A&E tasks and/or deliverables performed by the Consultant described in executed Task Orders and covered by the work in this Contract and (b) the rendering of the services is approved in advance by the Caltrans Contract Manager. These incidental services shall only be provided to support the Consultant's personnel who are performing A&E services, tasks, and deliverables on this Contract. The Consultant shall not be paid or reimbursed for any incidental non-A&E services provided to Caltrans unless provided in the fashion described in this Contract and included in the executed Task Order. The Consultant is responsible for ensuring that Task Orders include any incidental non-A&E services. Services to train Caltrans personnel shall not be provided by the Consultant under this Contract.
26. The Consultant shall notify the Caltrans Contract Manager or Caltrans designee in writing a minimum one (1) week before it begins any field work, unless the Task Order specifies some other notification date.

I. Equipment Requirements

1. Office Equipment and Supplies (Consultant's Office):

At no additional cost to Caltrans, Consultant shall have and provide adequate office equipment and supplies to complete the required work specified in this Contract. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing deliverables. This includes, but not be limited to, the following:
 - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
 - ii. Project Management/Scheduling (Open Workbench from CA Clarity)/Risk Software.

- d. Reference material, or other tools, used in providing deliverables.
- e. Caltrans shall not purchase any hardware, software, or other equipment (including, but not limited to, batteries, paper, and office supplies) that may be required for the Consultant to perform work requested in this Contract. The Caltrans Contract Manager shall approve any Consultant's request for electronic connections and compatibility with current Caltrans Windows-based networks and programs in writing prior to the use and/or installation of any electronic hardware and/or software.
- f. Printing reports
- g. Laptop per Caltrans specifications
- h. Cell Phone

2. Field Equipment and Supplies:

Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and meet or exceed Caltrans Specifications per the Caltrans Manuals. The tools, instruments, equipment, materials, supplies, and safety equipment required for each Consultant field personnel shall include, but not be limited to, the following:

- a. Sufficient vehicles suitable for the work to be performed and terrain conditions of the project sites. Vehicles shall be fully equipped with all necessary tools, instruments, equipment, materials, supplies, and safety equipment required for the efficient operation of the Consultant's field personnel. Each vehicle shall have a load carrying capacity of 1500 pounds of materials and equipment. Each Vehicle shall have sufficient ground clearance to safely maneuver through highway construction sites while fully loaded with equipment and materials. Each vehicle shall have an overhead flashing amber light, visible from the rear, with a driver control switch. Vehicles without side windows shall not be used. All vehicles shall be clearly marked as to ownership. Each vehicle shall be equipped to meet Caltrans safety requirements.
- b. A laptop computer with appropriate software.
- c. Communication device: Mobile telephone, cell phone.
- d. Hand tools as appropriate for the requested field personnel work.
- e. All necessary safety equipment including fire extinguisher, hard-soled safety footwear, white hard hats, eye protection, hearing protection, and approved safety vests as appropriate for the requested field work to be performed safely and efficiently within operating highway.

3. The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and this Contract accurately, efficiently, and safely. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the above-mentioned equipment.

J. Consultant Reports and/or Meetings

1. Progress reports shall set forth a schedule of Task Order milestones, the current status of progress toward each milestone (including, but not limited to, on schedule, off schedule with correction in place, or out of schedule with no current correction), and a schedule of deliverables.
2. When applicable, progress reports shall indicate an estimated percentage of work completed and a corresponding estimate of budget spent for work deliverables. The estimate of work completion and budget spent shall be for the same time period. If applicable, progress reports shall include actual DBE participation on a monthly and cumulative basis.
3. Monthly Progress Reports shall cover the same period of performance as the monthly invoices.
4. The Consultant Contract Manager shall be responsible for drafting of the minutes of the meetings and submit them to the Caltrans Contract Manager within one (1) week of the meeting for review and comment. The Consultant Contract Manager shall distribute a final version of meeting minutes within two (2) calendar days of final approval.
5. Consultant shall be available, on two (2) days written notice:
 - a. To meet with Caltrans; to participate in internal Project Development Team (PDT) meetings or other Caltrans meetings.
 - b. To attend public meetings (day and evening) where a Program/Project Management Support Services expert is required.
 - c. To participate in any public hearings necessary for the Project.
 - d. To provide technical expertise on an "as-needed" basis.

K. Standards

1. All work shall be performed in accordance with all applicable Local, State, and Federal statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, including the latest Caltrans regulations, policies, procedures, manuals, standards, specifications, performance standards, directives, guidelines, handbooks, guidance documents, forms, templates, policy memo, methodologies, and other informational or directive publications, including compliance with State and Federal Highway Administration (FHWA) guidelines for implementing those requirements; and any permits, licenses, agreements or certifications that apply to

specific Task Orders; the terms and conditions of this Contract; and current Caltrans Manuals and any future revisions.

- a. The Consultant is responsible for obtaining, at its expense, all necessary manuals, reference documents, and other materials.
- b. Caltrans Manuals generally may be purchased from the Publication Distribution Unit. The Publications staff may be reached at (916) 263-0822, and the center is located at the following address:
State of California
California Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, CA 95815-3800
- c. Manuals and documents that are not available from the Caltrans Publication Distribution Center or are not available from Caltrans' Internet web site may be requested from the Caltrans Contract Manager. Caltrans does not guarantee the availability of publications nor its Internet web pages.
 - i. <http://www.caltrans-opac.ca.gov/publicat.htm>
 - ii. <http://www.dot.ca.gov/manuals.htm>
- d. Caltrans' regulations, policies, procedures, manuals, standards, specifications, performance standards, directives, guidelines, handbooks, guidance documents, forms, templates, policy memo, methodologies, and other informational or directive publications, are dynamic documents. The Consultant is responsible to verify that the latest version or update is used.

2. Manuals, Documents, and Websites

The following manuals, documents and links to internet sites are referenced in association with the work in this Contract. The list is not all-inclusive, but is intended to illustrate the types of reference material and sources of information.

- a. Caltrans' Internet Home Webpage
<http://www.dot.ca.gov/>
- b. Caltrans Project Management Handbook
<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>
http://www.dot.ca.gov/hq/projmgmt/documents/pmhb_5thed.pdf
- c. Caltrans Storm Water Quality Manuals and Handbooks
<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>
- d. Caltrans Project Management Directives

http://pd.dot.ca.gov/pm/ProjectOffice/ProcessGuidance_Directives/Guidance_DirectivesHome.asp

- e. Quantitative Risk Analysis section (page 14) of Caltrans Project Risk Management Handbook
http://www.dot.ca.gov/hq/projmgmt/documents/prmhb/caltrans_project_risk_management_handbook_20070502.pdf

- 3. All work shall be performed in accordance with current Project Management Handbook and Project Management Directives. Work not covered by the Caltrans published standards shall be performed in accordance with the generally accepted principles of project management, as described in "A Guide to the Project Management Body of Knowledge" published by the Project Management Institute at the following website <http://www.pmi.org/>

L. Field Safety

In addition to the requirements specified elsewhere in this Contract, the following also shall apply:

- 1. The Consultant shall maintain an awareness of health and safety requirements and enforce applicable regulations and contract provisions for the protection of the project personnel and the public. The Consultant's personnel shall comply with all safety provisions of Caltrans' Safety Manual and Caltrans' Code of Safe Practices. The Consultant shall comply with all Local, State, and Federal Occupational Safety and Health Administration (OSHA) statutes, laws, codes, regulations, policies, procedures, ordinances, standards, and guidelines, applicable to the work under this Contract, regarding safety equipment and procedures (including, but not limited to, use and operation).
- 2. Field work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by Caltrans.
- 3. The Consultant shall provide, at no cost to Caltrans, all safety equipment. The Consultant's personnel shall wear hard-soled safety footwear, white hard hats, eye protection, hearing protection, and approved safety vests at all times while working in the field.
- 4. The Consultant shall provide, at no cost to Caltrans, appropriate safety training for all the Consultant's and the Subconsultant's office, laboratory, and field personnel, including training required for performing the work in an office setting or in the field to work on and near highways.

5. The Consultant shall be solely responsible for the protection of health and safety of its personnel, Subconsultants, and Subconsultant's personnel in performance of this Contract.

M. Orientation Provided by Caltrans

Caltrans may provide orientation regarding the requirements for this Contract and each Task Order as deemed necessary by Caltrans. The orientation may consist of instructions on Caltrans procedures, practices, and requirements for the specific work to be performed. However, if the orientation instructions conflict with the contract or task order requirements, the Contract and the executed Task Order shall prevail over any instructions provided.

N. Monitoring and Review Procedure

1. The Caltrans Contract Manager shall have the unilateral right to monitor and review the progress and processes of the Consultant.
2. The Consultant shall meet with the Caltrans Contract Manager a minimum of once per month or on an as-needed basis to review procedures and progress.
3. The performance of the Consultant Contract Manager, key personnel, and team shall be evaluated by the Caltrans Contract Manager, as needed, but no less frequently than annually, and at the expiration of the Contract. Unsatisfactory reviews of specific consultant personnel may result in Caltrans request to replace the existing Consultant personnel with new personnel; the Consultant shall immediately replace personnel with individuals whose qualifications at a minimum equal those of the personnel replaced at no additional cost to Caltrans. Evaluation includes, but not be limited to, the following:
 - a. Job performance.
 - b. Quality of Work.
 - c. Timely submittal of reports, invoices, and other required documents.
 - d. Early detection of problems and timely resolutions.
 - e. Requesting timely approval for personnel changes and travel expenditure.
 - f. Responsiveness and ability to control costs.
 - g. DBE Participation.
 - h. Conflicts of interest.

Poor performance and any negative evaluations may result in replacement of the Consultant Contract Manager and/or key personnel; the need to replace key personnel shall reflect adversely on the Consultant's performance evaluation, and

if warranted, may result in the termination of the Contract per Exhibit D, Section III, Termination.

O. Materials to be Provided or made available by Caltrans

All materials shall be supplied by the Consultant. The Consultant shall use the material in the execution of the specific work described in the Task Order. Materials (if deemed applicable, necessary, and when available by Caltrans) that may be furnished or made available by Caltrans, and such materials shall be listed in the individual Task Orders, are for the Consultant's use only, and shall be returned at the end of the Contract. These materials may include:

1. Relevant and existing documents, if any are available, that are applicable to the current project within the project limits.
2. Appropriate background or reference information for each Task Order.
3. Project special provisions, full-size and reduced-size sets of project plans, materials information handout, and construction contract and proposal, as necessary.
4. Caltrans standardized forms.
5. The Consultant shall notify Caltrans, in writing, in advance of its need to enter upon private property or facility to perform work. The Consultant's notice shall specify the date, purpose, duration, location, and the time of day of the Consultant's activities. Caltrans shall provide Permits to Enter for private property access. The Consultant shall not perform work on property outside of the Caltrans right-of-way until Caltrans has obtained an entry permit from the property owner. The Consultant is responsible for notifying the property owner 48 hours in advance of entering the property, unless otherwise specified in the Permit. The Consultant shall notify the Caltrans Contract Manager within 48 hours if permission has been denied. The Consultant personnel shall carry the Permits to Enter on their person while performing work outside the Caltrans Right-of-Way. No work shall be performed by the Consultant outside the Caltrans Right-of-Way without Permits to Enter. The Consultant shall comply with all conditions imposed by the Caltrans Contract Manager and requirements set forth in the Permit to Enter. The Consultant shall be responsible for any damages that consultant did to owner property at Consultant's own expense.

The Consultant shall be responsible for obtaining all necessary approvals and permits for Task Order work performed on any property that Caltrans does not own or control. The Consultant shall identify all necessary approvals and permits,

prepare signature-ready permit applications, and track the status of permit applications, as specified in each Task Order.

Note: The Consultant is responsible for the return to Caltrans, in original condition, of all items provided for use under this Contract. The Consultant shall replace, at said Consultant's own expense, all lost or damaged Caltrans data or materials.

P. Materials to be Provided by the Consultant

Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

The Consultant shall provide to its Program/Project Management Support Services personnel sets of the following that are applicable to the current project:

- Current version of the Project Management Body of Knowledge (PMBOK) published by the Project Management Institute

Q. Product Approval and Payment

1. The Consultant shall only perform work that is authorized and described in a written Task Order ("TO") that is signed by both Caltrans and the Consultant.
2. All deliverables, backup documents, other documents, and other items produced by the Consultant in the performance of this Contract, shall be subject to the approval and acceptance by the Caltrans Contract Manager prior to invoicing and payment for these items.
3. In the event of non-acceptance due to errors, omissions or non-compliance with the current Caltrans Manuals and their current revisions, the Consultant shall make corrections to the satisfaction of the Caltrans Contract Manager at no cost to Caltrans. Caltrans shall withhold payment until the work is satisfactorily completed and approved by the Caltrans Contract Manager.

Caltrans shall not pay the Consultant for the Consultant's work that does not conform to the requirements specified in this Contract and the applicable Task Order and shall be corrected at the Consultant's expense at no additional cost to Caltrans.

R. General Deliverables

All deliverables, intermediate work products, and original documents including, but not limited to, original field notes, photographs, reports, documents, plans, data, data files, edits to field data, adjustment calculations, final results, drawings, specifications, estimates, studies, record search, records, books, maps, manuscripts, manuals, electronic software developed, databases, background information, spreadsheets, procedural scripts, marcos developed, and intellectual properties, developed pursuant to this Contract, shall become the property of Caltrans and shall be sent to Caltrans after completion of the Task Order and acceptance/approval of the work by the Caltrans Contract Manager or when requested by the Caltrans Contract Manager. The Consultant shall retain a copy of all documents furnished to Caltrans.

Unless otherwise specified in the Task Order, the deliverables shall conform to the following:

1. Data Format for Unprotected Electronic File Transfers.

The Consultant shall deliver unprotected and modifiable electronic files meeting the following requirements:

- a. Alphanumeric information (80 character, ASCII data type).
- b. Reports (Acrobat Writer 5 and above).
- c. Graphs, charts (Acrobat Writer 5 and above).
- d. Compliance with standard naming convention (including, but not limited to, Project ID, Route/PM, Date).

2. The Consultant shall work in close liaison with the Caltrans Contract Manager. Caltrans shall exercise review and approval functions through the Caltrans Contract Manager at key points, as specified in each Task Order. Milestone reviews shall be performed with the Caltrans Contract Manager for the specific performance, products, and deliverables listed in each Task Order.

3. Consultant has total responsibility for and shall verify the accuracy and completeness of the deliverables, backup documents, other documents, and other items required by this Contract prepared by the Consultant or its Subconsultants for the projects as specified in this Contract and in each Task Order. All deliverables, backup documents, other documents, and other items required by this Contract shall be reviewed by Caltrans for conformity with project standards and the requirements in the Task Order and this Contract. The deliverables, backup documents, other documents, and other items required by this Contract are subject to Caltrans' review, approval, and acceptance. Reviews by Caltrans do NOT include detailed review or checking of major components, quantitative calculations, related details or accuracy of information. The responsibility for accuracy and completeness of such items remains solely that of the Consultant.

4. Quality Control Plan:

Prior to the work, the Consultant shall prepare the quality control plan and the minimum standard of work quality and obtain approval from the Caltrans Contract Manager, in effect for each and every Task Order during the entire time the work is being performed under the Contract. The Consultant shall complete the quality control plan and certify at the completion of work that all measures contained therein were satisfied. Caltrans shall perform quality assurance on the quality control plan to assure that quality control was satisfied.

The Consultant's quality control plan shall establish a process whereby:

- a. All deliverables are reviewed for accuracy, completeness, and readability before submittal to Caltrans.
- b. Calculations and plans are independently checked, corrected and re-checked.
- c. All job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
- d. Field activities are routinely verified for accuracy and completeness, such that any discovered deficiencies do not become systemic or affect the result of a Task Order deliverable.

The Consultant shall provide an outline of the quality control program before a specific task begins and shall identify critical quality control reviews within each Task Order. The Caltrans Contract Manager shall periodically request evidence that the quality control/quality assurance plan is functioning. All deliverables, backup documents, other documents, and other items required by this Contract submitted to the Caltrans Contract Manager for review shall be marked clearly as being fully checked or unchecked, and that the preparation of the material followed the quality control plan established for the work. The Quality Control/Quality Assurance (QC/QA) plan shall contain provisions for the development of appropriate "checklists" to maintain product quality and control. These "checklists" shall be delivered to the Caltrans Contract Manager with the QC/QA plan. The Consultant shall update these documents when directed by the Caltrans Contract Manager. Within thirty (30) calendar days of the Notice to Proceed (NTP), the Consultant shall submit to the Caltrans Contract Manager a job specific QC/QA plan and staffing plan.

5. The deliverables, backup documents, other documents, and other items required by this Contract shall be of a quality acceptable to the Caltrans Contract Manager. These items shall identify the preparer, the designated reviewers, and the criteria for acceptance. The deliverables shall satisfy the Caltrans acceptance criteria and tests. The work product shall be complete, of neat appearance, well-organized, technically and grammatically correct, independently checked for error, checked

by designated reviewers (Caltrans and Consultant Personnel), and shall conform to Caltrans' Standards. All deliverables shall be approved by the Caltrans Contract Manager.

The minimum standard of appearance, organization, and content of deliverables, backup documents, other documents, and other items required by this Contract, shall be that of similar types produced by Caltrans and set forth in related Caltrans manuals.

6. The Consultant shall prepare a cost estimate showing task, subtask, personnel, personnel hours estimated for each task or subtask, and a schedule of deliverables.
7. All deliverables, backup documents, other documents, and other items under this Contract shall be prepared on Caltrans standardized forms. Necessary forms shall be provided by Caltrans for the Consultant's use.
8. All deliverables, backup documents, other documents, written documents, plans, and other items under this Contract shall be submitted in both hardcopy and unprotected electronic files in the Caltrans-approved forms and in the Caltrans-approved and designated electronic formats, in accordance with the guidelines in this Contract and each Task Order, and shall conform to Caltrans standards.
9. The Consultant shall also submit one (1) unprotected electronic copy of all deliverables, backup documents, other documents, and other items required by this Contract in a specified format. The file formats shall be specified in each Task Order. Appropriate documentation shall accompany each digital device indicating the contents of each file.
10. When the Consultant is required to prepare and submit deliverables, backup documents, other documents, and other items required by this Contract and any approved Task Order to Caltrans, these documents shall be reviewed. They shall be submitted in draft as scheduled and the opportunity provided for Caltrans to provide comments and feedback, prior to final submittal. The specific schedule for Caltrans' review of the Consultant's submittals shall be specified in the Task Order.
11. If the Consultant fails to submit the required deliverables, backup documents, other documents, and other items required by this Contract and any approved Task Order, Caltrans shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of this Contract per Exhibit D, Section III, Termination. If the Contract is terminated, the Consultant shall, at Caltrans' request, return all materials recovered or developed by the Consultant under the Contract.

12. For each Task Order, a milestone submittal schedule shall be prepared by the Caltrans Contract Manager. Milestones may be changed by written agreement between the Caltrans Contract Manager and the Consultant Contract Manager through an amendment to the Task Order.
13. The Consultant shall prepare and update the Caltrans WBS as set forth in this Contract for each Task Order issued by the Caltrans Contract Manager showing a deliverables schedule. It is expected that the Consultant shall complete and meet the agreed upon schedule for each Task Order. Failure to complete the work based on the agreed upon schedule in the Task Order may result in termination of the Task Order or this Contract; and Caltrans may have work completed in any way allowed by law.
14. The Consultant shall maintain a separate complete set of project files for each Task Order issued by the Caltrans Contract Manager performed under this Contract. The Consultant shall maintain two sets of these files. One set shall be maintained on site with the Consultant and the other set shall be updated by the Consultant monthly and delivered to the Caltrans Contract Manager and the Caltrans Task Order Manager. These files shall be indexed in accordance with Caltrans' Project Development Uniform File System (http://www.dot.ca.gov/hq/oppd/pdpm/chap_pdf/chapt07.pdf). These files shall be made available to the Caltrans Contract Manager during normal working hours and shall be transferred to Caltrans upon completion of work under the Task Order. If requested by the Caltrans Contract Manager, the Consultant shall provide these project files.
15. Deliverables specified in each Task Order shall be delivered to the attention and address indicated in each Task Order.

S. Program/Project Management Deliverables

1. The Consultant shall obtain written approval from Caltrans for all deliverables, backup documents, other documents, and other items required by this Contract. If there are no Caltrans standardized forms, the format and content requirements for all deliverables, backup documents, other documents, and other items required by this Contract shall be specified in each Task Order.
2. All Program/Project Management Support Services deliverables, backup documents, other documents, and other items required by this Contract performed on computer shall be delivered to Caltrans including, but not limited to, the formats specified below:
 - a. Text-based documents shall be submitted as an Adobe Portable Document Format ("pdf") file using Adobe Acrobat Professional version 5 or later

software. The pdf file shall be inclusive of all graphics (e.g., page orientation, photographs or other images, charts, and tables) and be suitable for printing in final form. The pdf file shall:

- i. Contain functioning bookmarks, indexes, tables of contents or other hyperlinks as required by the Task Order.
 - ii. Be configured (e.g., bookmarks, thumbnails, annotations, signatures, and security settings) as required by the Task Order.
 - iii. Be optimized for use by Adobe Acrobat Reader 10 or newer.
- b. Text-based documents shall also be submitted in Microsoft Word format, version 2007. The document shall include all graphics (e.g., photographs, image graphics, charts, and tables). Photographs shall be in “jpeg” file format. Other image graphics shall be in “gif” format unless otherwise specified.
- c. All graphics (e.g., photographs or other drawings) shall be submitted separately from the pdf and Microsoft Word documents in archive-type file formats (e.g., photographs and bitmapped drawings as “tif”, Microstation drawings as “dgn”, and vector drawings as “ai”) unless otherwise specified. The intent of this section is for the Consultant to provide Caltrans with a copy of each graphic in an uncompressed file format for archive purposes. The Consultant may suggest alternative formats that are compatible with this goal.
- d. Spreadsheet files shall be submitted in Microsoft Excel format, version 2007.
- e. Word processing files shall be submitted in Microsoft Word format, version 2007.
- f. Database files shall be submitted in Microsoft Access format, version 2007.
- g. The Consultant shall not format electronic files as “view only” or “read only” unless so specified in the Task Order.
- h. Other - As specified in the Task Order.

T. Task Order

1. The Caltrans Contract Manager has the sole authority and responsibility to make amendments and revisions to the scope, schedule, cost or deliverables in a Task Order.
2. After a project to be performed under this Contract is identified by Caltrans, Caltrans shall prepare a draft Task Order, less the cost estimate. The draft Task Order shall identify (with specificity):
 - a. The purpose or goal of the Task Order, including the duties (if any) that is identified with Caltrans WBS activity codes.
 - b. The scope of services.

- c. Expected results.
- d. Project deliverables.
- e. Performance criteria or performance tests for the services (which demonstrate that the project deliverables and schedule to submit deliverables satisfy the purpose or goal of the Task Order).
- f. Period of performance, the Task Order term, dates of service or project schedule, and/or due dates.
- g. Any milestone or tollgate deliverables (including, but not limited to, any deliverables that shall be delivered and accepted prior to subsequent work being performed).
- h. Sufficient data to tie the Task Order to the Contract (including contract number, name of the Caltrans Contract Manager, and name of Requester).

The draft Task Order shall be delivered to the Consultant for review. The Task Order shall identify the Caltrans Project Manager.

- 3. The Consultant shall return the draft Task Order to the Caltrans Contract Manager within three (3) calendar days unless the time frame is extended by the Caltrans Contract Manager. The draft Task Order returned to Caltrans shall clarify deliverables, expected results, and project schedule, and it shall also contain a cost estimate including, at a minimum, the names of the individuals proposed for work on this task, the individuals' classifications, the duties the individual shall perform along with the Caltrans activity codes (WBS) for such duties, a written estimate of the number of hours per staff person under each duty or activity, any anticipated reimbursable expenses, an estimate of DBE utilization under this task, and total dollar amount shall be based on rates in Attachment 2, Cost Proposal of the Contract.
- 4. The cost estimate shall be in the format prescribed in the draft Task Order. The Consultant agrees that each cost estimate shall be the product of a good faith effort exercise of engineering judgment. Provided agreement is reached on the negotiable items, both Caltrans and the Consultant shall sign the finalized Task Order. If Caltrans and Consultant are unable to reach agreement, Caltrans may terminate the Contract. No payment shall be due or made for any work performed on an unsigned Task Order, and Caltrans shall not pay for any work described on the unsigned Task Order.
- 5. Other information may be included at the request of the Caltrans Contract Manager.
- 6. Caltrans shall provide to the Consultant electronic templates of Task Order formats and required boilerplate language.

7. All personnel to be used in the Task Order shall be among those identified in the Consultant's Cost Proposals.
8. At the Caltrans Contract Manager's direction, the Caltrans Task Order Manager shall assist the Caltrans Contract Manager in monitoring and verification of Consultant's performance and deliverables. The Caltrans Contract Manager shall have the ultimate responsibility and authority to verify Consultant's performance cost, schedule and deliverable.
9. The following shall apply to negotiated Task Orders:
 - a. The Consultant employee's headquarters and/or primary residence as defined in the Caltrans Travel Guide shall be identified in the Task Order for travel purposes or for the purpose of determining appropriate travel reimbursement.
 - b. The Caltrans Contract Manager's prior written approval is required for all domestic or international travel.

U. Conflict of Interest

1. The Consultant, subconsultant, or any of their subsidiaries, who employ any Project Manager provided under the contract, shall not provide other A&E services for the specific project managed by that Project Manager. Neither the Consultant, any subconsultants, nor their subsidiaries shall submit construction bids on any project where the Consultant, any subconsultant or their subsidiaries acted in the role of Project Manager.

In addition, throughout the term of the contract, the Project Manager and the Consultant must disclose any financial or business interest the Project Manager, Consultant, any subconsultants, or their subsidiaries may have: 1) for projects listed in the Scope of Work, or, 2) prior to project assignment(s) if it was not disclosed in the SOQ, only if previously and reasonably unknown.

2. Conflict in performing the work shall be resolved as follows:
 - a. For Task Orders in which the Consultant cannot perform the work free of conflict of interest as defined in this Contract, the Consultant agrees that Caltrans may obtain these services from another qualified Consultant or in any other manner permitted by law.

- b. Caltrans may require the Consultant to perform work as described herein but located outside the geographic limits of this Contract when the consultant contractor for another Caltrans District cannot perform the work free of conflict of interest. For such work, Caltrans will select a consultant to perform the same work by assignment of a Task Order in the following order of priority:
 - i. The consultant contract covers the same District, but not the same geographic area as this Contract;
 - ii. The consultant contract covers the closest area geographically to the geographic jurisdiction of this Contract;
 - iii. The consultant contract covers the next closest area geographically to the geographic jurisdiction of this Contract; and so on.
- c. Should the consultant for priority number 1 not exist or be unable to perform the work free of conflict of interest, then Caltrans shall select the consultant for priority number 2 to perform the work, and so on.

V. Licenses and Permits

- 1. The Consultant shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.
- 2. If the Consultant is located within the State of California, a business license from the city/county of the Consultants headquarter is necessary however, if the Consultant is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted.
- 3. In the event, any license(s) or permit(s) expire at any time during the term of this Contract, the Consultant agrees to provide Caltrans with a copy of the renewed license(s) or permit(s) within 30 days following the expiration date. In the event the Consultant fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event, per Exhibit D, Section III, Termination.

EA	EFIS ID	CO	RTE	BEG PM	LOCATION	WORK DESCRIPTION
45570	0800000725	RIV	010	33	IN THE CITY OF PALM SPRINGS BETWEEN 0.9 KM W/O AND 0.7 KM E/O INDIAN AVE OC	MODIFY INTERCHANGE
45580	0800000726	RIV	010	36	NEAR THE CITY OF PALM SPRINGS AT I-10/PALM DRIVE/GENE AUTRY TRAIL INTERCHANGE	MODIFY INTERCHANGE
45590	0800000727	RIV	010	39	IN CATHEDRAL CITY AT DATE PALM DR	MODIFY INTERCHANGE
45600	0800000728	RIV	010	41	RIVERSIDE COUNTY NEAR RANCHO MIRAGE FROM 1.5 KM E/O DATE PALM DRIVE TO MONTEREY AVENUE	CONSTRUCT INTERCHANGE
0F050	0800000110	RIV	010	44	IN PALM DESERT AT MONTEREY AVE IC	RECONSTRUCT WB RAMPS
0Q110	0800020211	RIV	010	45	NEAR THOUSAND PALMS BETWEEN MONTEREY AVE OC AND WASHINGTON ST OC (WB)	REPLACE CHAIN LINK FENCE (PM 44.70/46.38) AND BARBED WIRE FENCE (PM 47.24/50.25) WITH AN OUTER-SEPARATION CONCRETE BARRIER
0F120	0800000112	RIV	010	45	FR 0.24 MI E/O MONTEREY AV I/C TO 0.44 MI W/O COOK ST I/C IN THE CITY OF PALM DESERT	CONSTRUCT NEW I/C AT PORTOLA AVENUE
47520	0800000755	RIV	010	52	IN INDIO BETWEEN WASHINGTON ST AND MONROE ST AT JEFFERSON STREET INTERCHANGE	RECONSTRUCT/ REALIGN EXISTING INTERCHANGE
0K230	0800000337	RIV	010	58	IN/NEAR COACHELLA, FROM JCT 86S TO 0.5 MILE E/O COACHELLA CANAL BRIDGE	PAVEMENT REHAB AND CONSTRUCT TWO RAMP TERMINI AT DILLON ROAD
45210	0800000721	RIV	010	62	FROM 3.4 MILES E/O DILLON RD TO 9.7 MILES W/O CACTUS CITY SAFETY ROADSIDE REST AREA (SRRA)	CONSTRUCT A NEW INTERCHANGE AT MCNAUGHTON PKWY
43230	0800000668	RIV	015	3	IN TEMECULA FROM SANTIAGO RD OC (BR NO 56-0654) TO TEMECULA CREEK BRIDGE (BR NO 56-0047) AT I-15/SR-79 SOUTH IC	INTERCHANGE IMPROVEMENTS
43272	0800020178	RIV	015	5.5	IN TEMECULA FROM WINCHESTER ROAD (SR 79) OC TO 1 KM S/O 15/215 JCT	FRENCH VALLEY PKWY IC/ARTERIAL PHASES: CONSTR. 6 LN IC (JEFFERSON TO YNEZ) & RAMPS, NB/SB AUX LN, C/D LNS (3 LNS NB & SB) & MODIFY WINCHESTER RD IC
43271	0800000670	RIV	015	6.6	IN TEMECULA, FROM WINCHESTER ROAD (SR 79) OC TO 1 KM S/O 15/215 JCT	FRENCH VALLEY PKWY (FVP)- PHASE 1: DESIGN & CONSTRUCT FVP (I-15- JEFFERSON), SB EXIT RAMP (1 LN), SB AUX LN (FVP WINCHESTER RD) & WIDEN WINCHESTER SB EXIT RAMP (1 TO 2 LNS)
0F580	0800000140	RIV	015	13	IN WILDOMAR FR 0.5 MI S/O CLINTON KEITH I/C TO 0.5 MI N/O CLINTON KEITH I/C, AT CLINTON KEITH ROAD I/C	WIDEN AND EXPAND OVERCROSSING AND I/C
0A440	0800000016	RIV	015	18	IN LAKE ELSINORE FR 0.81 MI N/O OLIVE ST. UC. TO 0.1 MI N/O MAIN ST UC (RAILROAD CANYON RD IC)	RECONSTRUCT IC, AUX LANES, WIDEN RAMP
0E450	0800000086	RIV	015	30	NEAR GLEN IVY HOT SPRINGS AT INDIAN TRUCK TRAIL IC	IC IMPROVEMENT (WIDEN EXISTING RAMPS, CONSTRUCT RETAINING WALLS & SIGNALIZATION OF INTERSECTIONS)
44830	0800000711	RIV	015	33	IN AND NR CORONA FROM 0.8 MI N/O GLEN IVY UC TO 0.4 M S/O ONTARIO AVE UC	REHABILITATE ROADWAY & WIDEN MEDIAN SHOULDER
0J080	0800000283	RIV	015	37	IN CORONA FROM STATE ROUTE 60 TO CAJALCO RD	CONSTRUCT 2 TEL (TOLL EXPRESS LANES) IN EACH DIRECTION & INSTALL MEDIAN BARRIER

EA	EFIS ID	CO	RTE	BEG PM	LOCATION	WORK DESCRIPTION
0E150	0800020201	RIV	015	48	NR NORCO BETWEEN 68TH STREET OC & BELLEGRAVE AVE OC	IMPROVE IC AT LIMONITE AVE
32750	0800000596	RIV	015	48	BETWEEN LIMONITE AVE & STATE RTE 60 AT CANTU-GALLEANO RANCH RD (FORMERLY GALENA ST)	CONSTRUCT IC
0P280	0800001015	RIV	060	1.6	BETWEEN 0.45 MI E/O ETIWANDA AVE. UC AND 0.55 MI W/O WINEVILLE RD UC.	SIGNALIZE & REALIGN LEFT-TURN LANES
32300	0800000592	RIV	060	18	AT NASON STREET I/C, FR 2.8 KM E/O PERRIS BLVD TO 0.4 KM W/O MORENO BEACH DRIVE	RECONSTRUCT AND REALIGN RAMPS W/AUX LANE & WIDEN NASON ST
32301	0800000593	RIV	060	19	IN MORENO VALLEY AT MORENO BEACH DR	INTERCHANGE MODIFICATIONS (EB RAMPS) PHASE 1
49180	0800020104	RIV	062	0	IN UNINCORPORATED AREA FROM ROUTE 10/62 SEPARATION TO INDIAN AVENUE	PAVEMENT REHABILITATION
46462	0800001042	RIV	079	8.4	FROM THOMPSON RD TO SCOTT RD	WIDEN TO 4-LANE HIGHWAY (PHASE 2)
49400	0800000784	RIV	079	16	FROM DOMENIGONI PARKWAY TO GILMAN SPRINGS ROAD	REALIGNMENT TO 4-LANE FACILITY
0R490	0812000089	RIV	091	7	ALSO RIV-15-41.0/41.9; IN CORONA 15/91 IC FROM SR- 91 TO I- 15	IMPROVE WORKER SAFETY CONDITIONS. UPGRADE GUARDRAIL AND ROADSIDE FACILITIES.
0R460	0812000086	RIV	091	11	IN RIVERSIDE FROM E/O PIERCE AVE TO APROX. 3 MI W/O TYLER AVE	IMPROVE WORKER SAFETY CONDITIONS. UPGRADE GUARDRAIL AND ROADSIDE FACILITIES.
32840	0800000598	RIV	091	12	IN RIVERSIDE BETWEEN MAGNOLIA AVE AND TYLER ST	RECONSTRUCT & WIDEN EB & WB RAMPS @ LA SIERRA AVE IC & WIDEN LA SIERRA AVE
20320	0800000581	RIV	091	14	IN RIVERSIDE FROM 0.7 KM WEST TO 0.7 KM EAST OF VAN BUREN BLVD OVERCROSSING	RAMP IMPROVEMENTS & NEW OC
44840	0800000712	RIV	091	16	IN RIVERSIDE FROM ADAMS ST TO RTE 60/91/215 INTERCHANGE	CONSTRUCT 2 HOV LANES & MODIFY IC'S
33483	0800000601	RIV	091	20	ALSO RIV-60-11.7/11.9, IN RIVERSIDE ON RTE 91 FR 0.3 KM S/O MISSION INN AVE UC TO 60/91/215 JCT & ON RTE 60 FR MAIN ST OC TO 0.2 KM E/O ORANGE ST OC	WIDEN EXISTING BRIDGES; CONSTRUCT NEW BRIDGE, RETAINING WALLS & SOUNDWALLS ON RTE 91; CONSTRUCT RETAINING WALL AND RELOCATE FREEWAY ON-RAMP ON ROUTE 60 (PR done under EA 466900.)
0F163	0800020431	RIV	215	8	IN MURRIETA AT THE I-215 CONNECTOR TO I-15	ADD A LANE TO SB CONNECTOR AT MURRIETA HOT SPRINGS RD
32780	0800000597	RIV	215	12	IN MURRIETA AT CLINTON KEITH RD	RECONSTRUCT IC
0A020	0800000011	RIV	215	15	IN THE CITY OF MENIFEE, NEAR MURRIETA AT SCOTT RD IC	RECONSTRUCT INTERCHANGE
46420	0800000741	RIV	215	26	ALSO SR 74 (27.3/27.6) ON ROUTE 215 FR 0.4MI S/O TO 0.6MI N/O ROUTE 215/74 SEPERATION AND ON ROUTE 74 FR 0.3MI WEST TO 0.0MI WEST ROUTE 215	RIV-215/74 INTERCHANGE MODIFICATION
0E520	0800000088	RIV	215	32	NEAR MORENO VALLEY FR 0.8 MILES SOUTH TO 1.6 MILES NORTH OF THE VAN BUREN BL OVERCROSSING	RECONSTRUCT IC
33484	0800000602	RIV	215	37	ALSO RIV-60-11.5/13.7 AND RIV-91- 20.3/21.6; IN RIVERSIDE ON RTE 215 FR EUCALYPTUS AVE IC TO COLUMBIA AVE IC & ON RTE 60 FR MAIN ST IC TO 60/91/215 JCT AND FR 60/215 JCT TO DAY ST IC & ON RTE 91 FR UNIVERSITY AVE IC TO 60/91/215 JCT	WIDEN I-215 FR 6-LANE TO 8 LANE, CONSTRUCT AUX LANE, TRUCK BY- PASS & CLIMBING LANE & IMPROVE MAINLINES AND INTERCHANGES (PR done under 08- 466900.)

List of Proposed Projects

<u>EA</u>	<u>EFIS ID</u>	<u>CO</u>	<u>RTE</u>	<u>BEG PM</u>	<u>LOCATION</u>	<u>WORK DESCRIPTION</u>
0M200	0800000467	RIV	371	68	ON ROUTE 371 IN RIVERSIDE COUNTY FROM 0.1 MI E/O CARY ROAD TO 0.1 MI E/O KIRBY ROAD	CONSTRUCT 4 ft RIGHT SHOULDER ON BOTH DIRECTIONS OF SR-371

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	33.88%	+ 23.76%	+ 54.73%	= 112.37%
OVERTIME	0.00%	+ 0.00%	+ 0.00%	= 0.00%
		FEE%		
		7.5%		

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rate		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Daniel Ciacchella, PE, Contract/Project Manager	\$ 183.48	\$ 183.48	3/17/2014	12/31/2014	0.0%	\$ 80.37	
Exempt	\$ 187.16	\$ 187.16	1/1/2015	12/31/2015	2.0%	\$ 81.98	\$75-\$110
See Note 7	\$ 190.90	\$ 190.90	1/1/2016	6/30/2016	2.0%	\$ 83.62	
Amr Abuelhassan, PE, Project Manager	\$ 183.48	\$ 183.48	3/17/2014	12/31/2014	0.0%	\$ 80.37	
Exempt	\$ 187.16	\$ 187.16	1/1/2015	12/31/2015	2.0%	\$ 81.98	\$75-\$110
See Note 7	\$ 190.90	\$ 190.90	1/1/2016	6/30/2016	2.0%	\$ 83.62	
Jason Bennecke, PE, MBA, PMP, Project Manager	\$ 183.48	\$ 183.48	3/17/2014	12/31/2014	0.0%	\$ 80.37	
Exempt	\$ 187.16	\$ 187.16	1/1/2015	12/31/2015	2.0%	\$ 81.98	\$75-\$110
See Note 7	\$ 190.90	\$ 190.90	1/1/2016	6/30/2016	2.0%	\$ 83.62	
Yvette Kirrin, PE, Project Manager	\$ 183.48	\$ 183.48	3/17/2014	12/31/2014	0.0%	\$ 80.37	
Exempt	\$ 187.16	\$ 187.16	1/1/2015	12/31/2015	2.0%	\$ 81.98	\$75-\$110
See Note 7	\$ 190.90	\$ 190.90	1/1/2016	6/30/2016	2.0%	\$ 83.62	
Tim Wassil, PE, Project Manager	\$ 175.79	\$ 175.78	3/17/2014	12/31/2014	0.0%	\$ 77.00	
Exempt	\$ 179.31	\$ 179.31	1/1/2015	12/31/2015	2.0%	\$ 78.54	\$75-\$110
	\$ 182.89	\$ 182.89	1/1/2016	6/30/2016	2.0%	\$ 80.11	
L.F. (Sandy) Caldwell, PE, QSD, Project Manager	\$ 175.22	\$ 171.20	3/17/2014	12/31/2014	0.0%	\$ 75.00	
Exempt	\$ 174.65	\$ 174.64	1/1/2015	12/31/2015	2.0%	\$ 76.50	\$75-\$110
	\$ 178.14	\$ 178.14	1/1/2016	6/30/2016	2.0%	\$ 78.03	
Ruperto (Jun) Dilig, Jr., Prog./Proj. Mgmt. Support	\$ 102.73	\$ 102.74	3/17/2014	12/31/2014	0.0%	\$ 45.00	
	\$ 104.79	\$ 104.79	1/1/2015	12/31/2015	2.0%	\$ 45.90	\$45-\$80
	\$ 106.89	\$ 106.89	1/1/2016	6/30/2016	2.0%	\$ 46.82	

1. For all key team members that are listed on the Prime Consultants Organization Chart, list the name and corresponding job classification. For all other employees, (i.e. support staff/non professional) list only the job classification. Team members subject to FLSA are not eligible for overtime.
2. For named employees, enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
3. Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
4. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed in the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on the actual hourly rate on 01/30/2014. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this proposal.
5. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. Provisional ICR used on this cost proposal is based on 2013 financial fiscal year data and is subject to review and approval by Caltrans audits.
7. The above rates have been requested by Southstar and accepted by Caltrans.

**COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)**

Attachment: 2
Consultant: Southstar Engineering & Consulting, Inc.
Sub-Consultant - RT Engineering, Inc.
Date: 05/29/2014

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	+	+	=	110.00%
OVERTIME	+	+	=	110.00%

FEE%
7.5%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rate		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Regina Talamantez, PE, Prog./Proj. Mgmt Support	\$ 169.31	\$ 169.31	3/17/2014	12/31/2014	0%	\$ 75.00	
	\$ 172.70	\$ 172.70	1/1/2015	12/31/2015	2%	\$ 76.50	
Exempt - See Note 7	\$ 176.15	\$ 176.15	1/1/2016	6/30/2016	2%	\$ 78.03	
Hadi Melhem, Prog./Proj. Mgmt. Support	\$ 90.30	\$ 90.30	3/17/2014	12/31/2014	0%	\$ 40.00	
	\$ 92.11	\$ 92.11	1/1/2015	12/31/2015	2%	\$ 40.80	
Exempt	\$ 93.96	\$ 93.96	1/1/2016	6/30/2016	2%	\$ 41.62	
Laurie Ennd, Prog./Proj. Mgmt. Support	\$ 67.73	\$ 67.73	3/17/2014	12/31/2014	0%	\$ 30.00	
Exempt	\$ 69.08	\$ 69.08	1/1/2015	12/31/2015	2%	\$ 30.60	
	\$ 70.46	\$ 70.46	1/1/2016	6/30/2016	2%	\$ 31.21	

1. For all key team members that are listed on the Prime Consultants Organization Chart, list the name and corresponding job classification. For all other employees, (i.e. support staff/non professional) list only the job classification. Team members subject to FLSA are not eligible for overtime.
2. For named employees, enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
3. Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
4. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed in the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on the actual hourly rate on 04/10/2014. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this proposal.
5. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. Provisional ICR used on this cost proposal is based on 2013 financial fiscal year data and is subject to review and approval by Caltrans audits.
7. The above rates have been requested by RT Engineering and accepted by Caltrans.

**COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)**

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	0.00%	+	0.00%	+	0.00%	=	110.00%
OVERTIME	0.00%	+	0.00%	+	0.00%	=	110.00%

FEE%
7.5%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rate		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Kevin Josker, PE, Prog./Proj. Mgmt. Support	\$ 131.39	\$ 131.39	3/17/2014	12/31/2014	0.0%	\$ 58.20	
Exempt	\$ 134.01	\$ 134.01	1/1/2015	12/31/2015	2.0%	\$ 59.36	
	\$ 136.70	\$ 136.64	1/1/2016	6/30/2016	2.0%	\$ 60.55	
Mahesh Kapoor, PE, Prog./Pro. Mgmt. Support	\$ 131.39	\$ 131.39	3/17/2014	12/31/2014	0.0%	\$ 58.20	
Exempt	\$ 134.01	\$ 134.01	1/1/2015	12/31/2015	2.0%	\$ 59.36	
	\$ 136.70	\$ 136.64	1/1/2016	6/30/2016	2.0%	\$ 60.55	

1. For all key team members that are listed on the Prime Consultants Organization Chart, list the name and corresponding job classification. For all other employees, (i.e. support staff/non professional) list only the job classification. Team members subject to FLSA are not eligible for overtime.
2. For named employees, enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
3. Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
4. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed in the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on the actual hourly rate on 04/10/2014. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this proposal.
5. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. Safe Harbor Rate used for this contract.
7. The above rates have been requested by Integris and accepted by Caltrans.

**COST PROPOSAL
ON-CALL CONTRACT
ADM 2033 (Rev. 10/12)**

	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	47.79%	+ 0.00%	+ 79.65%	= 127.44%
PART-TIME	12.84%	+ 0.00%	+ 71.99%	= 84.63%

FEE%
7.5%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Loaded Hourly Billing Rate		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Bryce Johnston, PE, PMP, Project Manager/Specialist	\$ 196.50	\$ 196.50	3/17/2014	12/31/2014	0%	\$ 80.37	
Exempt	\$ 200.44	\$ 200.44	1/1/2015	12/31/2015	2%	\$ 81.98	
See Note 7	\$ 204.45	\$ 204.45	1/1/2016	6/30/2016	2%	\$ 83.62	
Jianxiong (Johnson) Yu, PR, PMP, Proj. Mgr./Specialist	\$ 179.88	\$ 179.88	3/17/2014	12/31/2014	0%	\$ 73.57	
Exempt	\$ 183.47	\$ 183.47	1/1/2015	12/31/2015	2%	\$ 75.04	
See Note 7	\$ 187.14	\$ 187.14	1/1/2015	6/30/2016	2%	\$ 76.54	
Linda Supernaw, Prog./Proj. Mgmt. Support	\$ 111.15	\$ 111.14	3/17/2014	12/31/2015	0%	\$ 56.00	
Exempt	\$ 113.37	\$ 113.37	1/1/2015	12/31/2015	2%	\$ 57.12	
	\$ 115.63	\$ 115.64	1/1/2015	6/30/2016	2%	\$ 58.26	

1. For all key team members that are listed on the Prime Consultants Organization Chart, list the name and corresponding job classification. For all other employees, (i.e. support staff/non professional) list only the job classification. Team members subject to FLSA are not eligible for overtime.
2. For named employees, enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
3. Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
4. Caltrans Contract Manager's pre-approval is required for any addition of staff not listed in the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on the actual hourly rate on 01/30/2014. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this proposal.
5. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
6. Provisional ICR used on this cost proposal is based on 2013 financial fiscal year data and is subject to review and approval by Caltrans audits.
7. The above rates have been requested by BETKON and accepted by Caltrans.

State of California Department of Transportation
Cost Proposal

Contract No. 08A2345

Attachment : 2

ON-CALL CONTRACT

Prime Consultant: **CALTROP Corporation**

ADM 2033 ODCs (Rev.08/02)

Date: 05/29/2014

Page 5 of 7

Prime Consultant OFFICE	Fringe Benefit%		Overhead%		G&A %		Combined %
NORMAL	0.00%	+	158.76%	+	23.56%	=	182.32%
OVERTIME	0.00%	+	158.76%	+	23.56%	=	182.32%
FIELD							
NORMAL	0.00%	+	135.29%	+	23.56%	=	158.85%
OVERTIME	0.00%	+	135.29%	+	23.56%	=	158.85%
					FEE %	=	7.5%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification	Hourly Billing Rate			Effective date of hourly rate		*Actual/average hourly rate	% or \$ Increase	Hourly range for class
	Straight	OT (1.5 X)	OT (2 X)	From	To			
Jim Robinson, PE, Consultant Contract Manager	223.64	N/A	N/A	3/17/2014	6/30/2014	80.37		
Exempt - Field	223.64	N/A	N/A	7/1/2014	6/30/2015	80.37	0.00%	
	228.12	N/A	N/A	7/1/2015	6/30/2016	81.98	2.00%	
Mark McAvoy, PE, PMP, Task Order/Project Manager	161.06	N/A	N/A	3/17/2014	6/30/2014	57.88		
Exempt - Field	161.06	N/A	N/A	7/1/2014	6/30/2015	57.88	0.00%	
	164.29	N/A	N/A	7/1/2015	6/30/2016	59.04	2.00%	
Clarence Kurisu, PE, Project Analyst	151.75	227.63	303.50	3/17/2014	6/30/2014	50.00		
Non-Exempt - Office	151.75	227.63	303.50	7/1/2014	6/30/2015	50.00	0.00%	
	154.78	232.17	309.56	7/1/2015	6/30/2016	51.00	2.00%	
Eric Kolbeck, Project Analyst	238.97	N/A	N/A	3/17/2014	6/30/2014	78.74		
Exempt - Office	238.97	N/A	N/A	7/1/2014	6/30/2015	78.74	0.00%	
	243.74	N/A	N/A	7/1/2015	6/30/2016	80.31	2.00%	
Rein Lemberg, PhD, Risk Manager (See Note 7)	243.92	N/A	N/A	3/17/2014	6/30/2014	80.37		
Exempt - Office	243.92	N/A	N/A	7/1/2014	6/30/2015	80.37	0.00%	
	248.80	N/A	N/A	7/1/2015	6/30/2016	81.98	2.00%	
Maria Rodriguez-Molina, Risk Management Analyst / Assistant PM	145.68	218.52	291.36	3/17/2014	6/30/2014	48.00		
Non-Exempt - Office	145.68	218.52	291.36	7/1/2014	6/30/2015	48.00	0.00%	
	148.59	222.89	297.18	7/1/2015	6/30/2016	48.96	2.00%	
Raghu Bongo, PRSM Specialist (See Note 7)	243.92	N/A	N/A	3/17/2014	6/30/2014	80.37		
Exempt - Office	243.92	N/A	N/A	7/1/2014	6/30/2015	80.37	0.00%	
	248.80	N/A	N/A	7/1/2015	6/30/2016	81.98	2.00%	
Rita Encinas, PRSM Specialist (See Note 7)	243.92	N/A	N/A	3/17/2014	6/30/2014	80.37		
Exempt - Office	243.92	N/A	N/A	7/1/2014	6/30/2015	80.37	0.00%	
	248.80	N/A	N/A	7/1/2015	6/30/2016	81.98	2.00%	
Bishnu Chattopadhyay, PRSM Specialist (See Note 7)	243.92	N/A	N/A	3/17/2014	6/30/2014	80.37		
Exempt - Office	243.92	N/A	N/A	7/1/2014	6/30/2015	80.37	0.00%	
	248.80	N/A	N/A	7/1/2015	6/30/2016	81.98	2.00%	

- For all key team members that are listed on the Prime Consultant's Organization Chart, list the name and corresponding job classification. For all other employees, (i.e. support staff/non-professional) list only the job classification. Team members subject to FLSA are not eligible for overtime.
- For named employees, enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
- Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
- Contract Manager's pre-approval is required for any addition of staff not listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rate on 01/30/2014. Future escalations, if any, will be calculated and reimbursed in accordance with the percentage escalations agreed to in this cost proposal.
- Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
- Provisional 2013 ICR used on this cost proposal is based on 2013 data.
- Voluntary reduction on hourly rate.

SCHEDULE OF OTHER DIRECT COST ITEMS

Southstar Engineering				Integris				RT Engineering	
PRIME CONSULTANT				SUB-CONSULTANT				SUB-CONSULTANT	
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST	
Special Tooling		N/A	Special Tooling		N/A			N/A	
Travel **			Travel **			Travel**			
A. Per Diem		Note 5	A. Per Diem	Note 5		A. Per Diem	Note 5		
B. Transportation		Note 5	B. Transportation	Note 5		B. Transportation	Note 5		

**Will not submit any ODC's unless approved by Caltrans

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries, supported with appropriate documentations, and detailed in executed task orders.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
- Travel related costs should be pre-approved by the contract manager, are reimbursed in accordance to Caltrans Travel and Expense Claims Guidelines for Consultants and detailed in executed task orders.
- If an item needs to be listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

SCHEDULE OF OTHER DIRECT COST ITEMS							
Betkon, Inc. SUBCONSULTANT				Caltrop Corporation SUBCONSULTANT			
DESCRIPTION OF ITEMS	UNIT	COST	DESCRIPTION OF ITEMS	UNIT	COST		
Special Tooling		N/A	Special Tooling		N/A		
Travel **			Travel **				
A. Per Diem		Note 5	A. Per Diem		Note 5		
B. Transportation		Note 5	B. Transportation		Note 5		

**Will not submit any ODC's unless approved by Caltrans

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries, supported with appropriate documentations, and detailed in executed task orders.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
- Travel related costs should be pre-approved by the contract manager, are reimbursed in accordance to Caltrans Travel and Expense Claims Guidelines for Consultants and detailed in executed task orders.
- If an item needs to be listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ **TASK ORDER NO.** _____

DATE:

CONSULTANT FIRM:

PROJECT TITLE:

PROJECT ID:

I. Task Order Description

(Describe Project. If the Agreement is for a firm fixed price, state whether the task order is for “Additional Design Services” or for “Additional Construction Support Services.”)

II. Scope of Services

(Include task order scope of work, expected results, and task order deliverables.)

III. Reports and/or Meetings

Shall be in accordance with Exhibit A of the Agreement.

IV. Period of Performance

Work under this Task Order shall begin on (Date) and terminate on (Date)

V. Task Schedule

(Outline here or attach as separate page.)

VI. Cost

- A. The Consultant will be paid in accordance with Exhibit A, Item II - Task Orders; Exhibit B, Item II, - Compensation & Payments; the Consultant’s Cost Proposal referenced as Attachment 2 to this Agreement No. (Insert No.), and with the attached Task Order Cost Estimate.
- B. In addition, the Consultant will be paid for actual direct costs, other than salary costs, that are identified in the attached cost estimate pursuant to Exhibit B, Item II, – Compensation and Payments, Paragraph B, and the Consultant’s Cost Proposal referenced as Attachment 2 of this Agreement No. (Insert No.).

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ **TASK ORDER NO.** _____

C. The total amount payable by the State under this Task Order shall not exceed \$ *(AMOUNT)*.

VII. Project Coordinator

The Project Coordinator from the Department for this Task Order will be _____.

VIII. Conflict of Interest Certification

Department personnel signing below certify that they have read, understand, and will comply with Deputy Directive DD-09-R3 and Government Code 19990 regarding incompatible activities and conflict of interest by State employees.

IX. Approval Signatures

I certify that this Task Order and attachments comply with the provisions of Agreement No. (insert no.) and are necessary for the satisfactory completion of the product(s) contracted for, and that sufficient funding has been encumbered to pay for this work.

(Type name)
CALTRANS CONTRACT MANAGER

I certify that this Task Order and any Attachments are within the scope of the project and are necessary for the successful completion of the project.

(Type name)
CALTRANS PROJECT MANAGER

I certify that this Task Order and any Attachments are within the scope of the project and are necessary for the successful completion of the project, and the appropriate Project Manager approval has been obtained.

(Type name)
CALTRANS FUNCTIONAL MANAGER

I, *type name*, certify by signing below that I have read the “Description of Services” for this Agreement and in my expert opinion:

State of California, Department of Transportation (Caltrans)

AGREEMENT NO. _____ **TASK ORDER NO.** _____

1. The work described in this Task Order is included in the required services and
2. The work described in this Task Order is an Architectural and Engineering (A&E) service, as defined in Government Code 4525 (d) through (f).

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Agreement No. **(Insert No.)** between the State of California, Department of Transportation, and **(Consultant Name)**. By signature below, the parties hereto agree that all terms and conditions of this Task Order No. **(Insert No.)** and Agreement No. **(Insert No.)** shall be in full force and effect.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(CONSULTANT'S BUSINESS NAME)

By: _____
(Type Name)

By: _____
(Type Name)

Title: _____

Title: _____

- CALTRANS SUPERVISING OR PRINCIPAL TRANSPORTATION ENGINEER
- CALTRANS SUPERVISING OR PRINCIPAL BRIDGE ENGINEER
- CALTRANS SUPERVISING TRANSPORTATION ELECTRICAL ENGINEER
- CALTRANS SUPERVISING TRANSPORTATION SURVEYOR
- CALTRANS SUPERVISING OR PRINCIPAL LANDSCAPE ARCHITECT
- CALTRANS SUPERVISING EQUIPMENT ENGINEER
- CALTRANS SUPERVISING MECHANICAL & ELECTRICAL ENGINEER
- CALTRANS SUPERVISING TELECOMMUNICATIONS ENGINEER
- CALTRANS SUPERVISING ENGINEERING GEOLOGIST
- CALTRANS SUPERVISING ENVIRONMENTAL PLANNER
- CALTRANS SUPERVISING TRANSPORTATION PLANNER

Date: _____

Date: _____

TASK ORDER REQUEST

Contract Number: _____ Date: _____

Submitted By: _____

Proposed Consultant: _____

Project Description _____

C0-RTE-KP _____ - _____ - _____ Project(s) ID: _____

Personnel Needed

(Classification) Date Needed _____ How long? _____
Total hours per Consultant _____ Straight Time _____ Overtime _____

(Classification) Date Needed _____ How long? _____
Total hours per Consultant _____ Straight Time _____ Overtime _____

(Classification) Date Needed _____ How long? _____
Total hours per Consultant _____ Straight Time _____ Overtime _____

(Classification) Date Needed _____ How long? _____
Total hours per Consultant _____ Straight Time _____ Overtime _____

Who will supervise the listed personnel? _____

Where do the listed personnel report? _____

Special Conditions or Comments _____

Requested by:

Name and Title Date

Approval Recommended:

Name and Title Date

Approved by:

Name and Title Date

DEPARTMENT OF TRANSPORTATION CONSULTANT PERSONNEL REQUEST

Date _____ Contract No. _____ Task Order No. _____

From: _____

Consultant Firm

Name/Title of Requestor

To: _____

Caltrans Contract Manager Name/Title

The Consultant named above hereby requests the Department of Transportation (Caltrans) Contract Manager's approval for the staff actions listed below. A Standard Form 330, or a Resume for each individual listed is attached.

EMPLOYEE NAME	TITLE/ CLASSIFICATION	HOURLY RATE	LOADED RATE	TO	FROM	HOURS	ACTIVITY

REASON:

APPROVALS

CONSULTANT CONTRACT MANAGER

DATE

CALTRANS CONTRACT MANAGER

DATE

NOTE: THE APPROVED FORM SHALL BE INCLUDED WITH YOUR INVOICE COST DECLARATIONS

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION
 ADM-0227F A&E (REV 7/2012) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

PART A - CONSULTANTS INFORMATION (Refer to Instructions in Page 2 of this form. Proposer shall ensure all information provided is complete and accurate.)

(A1) CONSULTANT'S BUSINESS NAME Southstar Engineering & Consulting, Inc.		(A2) AGREEMENT NUMBER 08A2345	(A3) ADVERTISED DBE% 3	(A4) DATE 02/26/2014
(A1) CONSULTANT'S BUSINESS ADDRESS 1700 Iowa Avenue, Suite 250		(A1) CITY Riverside	(A1) STATE Ca	(A1) ZIP CODE 92507
(A1) CONTACT PERSON Daniel Ciacchella	(A1) BUSINESS PHONE (951) 342-3120	(A1) FAX NUMBER (951) 342-3148	(A1) EMAIL ADDRESS	

PART B - DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Proposer shall verify DBE certifications.)

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materials Supplied	(5) DBE/CUCP Certification Number	(6) Ownership Code	(7) Percentage Claimed	(8) Caltrans Use Only
RT Engineering and Associates, Inc.	(909) 855-1807	1	Program/Project Management Support	40430	7	5	
Integrus Management Group, Inc	(909) 752-0230	1	Program/Project Management Support	40856	7	5	

APPROVED / MET GOAL

PART C - FOR CALTRANS USE ONLY Verification Completed by Office of Business and Economic Opportunity (OBEO):

OBEO APPROVAL
[Signature]
CONTRACT EVALUATION MANAGER
 DATE: 4-17-2014

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

ADM-3069 A&E (NEW 01/2013)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CONTRACT NUMBER	INVOICE NUMBER	TASK ORDER NUMBER (if applicable)	ADMINISTERING AGENCY Department of Transportation Division of Procurement and Contracts			CONTRACT START DATE	CONTRACT COMPLETION DATE		
PRIME CONSULTANT NAME (PRINT)			BUSINESS ADDRESS			TOTAL CONTRACT AMOUNT: \$			
PRIME CONSULTANT REPRESENTATIVE NAME (PRINT)						Contract Manager Must Complete This Section:		Total Federal Share Amount \$ OR %	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIEL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERTIFICATION NUMBER	GENDER	OWNERSHIP CODES(S)	CONTRACT PAYMENTS		DATE WORK COMPLETE	PAYMENT DATE
						NON-DBE	DBE		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
						\$	\$		
ORIGINAL COMMITMENT		OWNERSHIP CODES: 1= Black American 6= Caucasian 2= Hispanic American 7= Woman 3= Native American 8= Other 4= Asian Pacific American 9= Not Applicable 5= Subcontinent Asian American			TOTAL	\$	\$		
\$	OR %				Comments				
\$	OR %								
	DBE								

List all Subconsultants and Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONSULTANT REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
---------------------------------------	-----------------------	------

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACT MANAGER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
------------------------------	-----------------------	------

COPY DISTRIBUTION (Required): **(1) Original:** Contract Manager
 (2) Copy: Office of Business and Economic Opportunity, Email: to smallbusinessadvocate@dot.ca.gov or FAX to 916-324-1949

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISES UTILIZATION REPORT

ADM-3069 A&E (NEW 01/2013)

Consultant Instructions:

The Disadvantaged Business Enterprises Utilization Report (ADM-3069 A&E) must be completed and submitted to the Caltrans Contract Manager with each invoice. Enter the Contract Number, Invoice Number, Task Order Number (if applicable), Contract Start Date, Completion Date (Expiration Date), Prime Consultant Name, Prime Consultant Business Address, Total Contract Amount (as written on the STD. 213).

This ADM-3069 A&E has two columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed only by certified DBE firms.

DBE Prime Consultants are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE, access the Department of Transportation, Office of Business and Economic Opportunity website at http://www.dot.ca.gov/hq/bep/find_certified.htm or call toll free (866) 810-6346 or (916) 324-1700.

If a Consultant is performing work as a DBE becomes decertified and still performs work after the decertification date, enter the total value performed by this Consultant in the DBE column for the certification period and the remaining work or services (after decertification) in the Non-DBE column. If a Subconsultant 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 in the appropriate column.

Date Work Complete Column: Enter the date the work and/or Task order was completed for the respective pay period.

Date of Payment column: Enter the date when the Prime Consultant made the payment to the firm for the portion of work listed as being completed. DBE Prime Consultants are required to show the date of work performed by their own forces.

Consultant's Signature: Consultant certifies that the information on the ADM-3069 A&E is complete and correct.

Contract Manager's Instructions:

Review the ADM-3069 A&E as submitted by the Consultant to ensure the form is complete and accurate. Once you receive the ADM-3069 A&E from the Consultant, enter the total (or percent) of **Federal (only) dollars** (being used in the Agreement) on the form, then sign, date, and Email to smallbusinessadvocate@dot.ca.gov or FAX to 916-324-1949. All completed ADM-3069 A&E need to be submitted to small business advocate @dot.ca.gov not less than twice a year, mid-April for October 1 through March 30 of each year and mid-October for April 1 through September 30 of each year.

ATTACHMENT 6

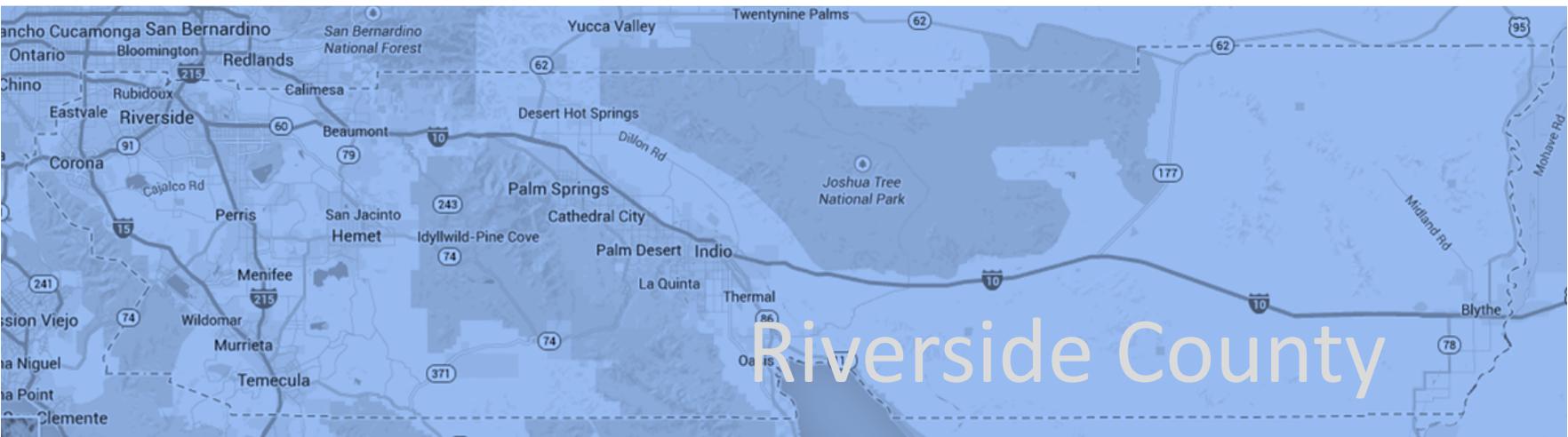
STATEMENT OF QUALIFICATIONS

for

**A&E Program/Project Management
Support Services**

in

Riverside County, Contract 08A2345



SOUTHSTAR
engineering
& consulting, inc.

March 7, 2014



1700 Iowa Avenue, Suite 250
Riverside, California 92507
Telephone: 951.342.3120
Fax: 951.342.3148

March 7, 2014

State of California Department of Transportation Administration

Division of Procurement and Contract, MS 65
1727 30th Street
Sacramento, California 95816-7006
Attention: Patricia Nichols

**Subject: STATEMENT OF QUALIFICATIONS FOR A&E PROGRAM/PROJECT MANAGEMENT
SUPPORT SERVICES IN RIVERSIDE COUNTY, SOLICITATION 08A2345**

Dear Ms. Nichols,

Southstar Engineering and Consulting, Inc. (Southstar) has had the pleasure of working with Caltrans District 8 for many years. Our strong working relationship has promoted a comprehensive commitment to success and development of mutual goals. Southstar is pleased to submit our qualifications for your consideration on the above mentioned project. Mr. Daniel Ciacchella, PE will lead the Southstar Team and has the authorization to commit to the contractual terms and conditions of this contract.

The close proximity of our office location to the Caltrans District 8 offices and the project sites provides an opportunity to quickly communicate issues, progress, and respond to requests for project information by Caltrans management and staff quickly. We have assembled a team of consultants that we have worked with on various projects to add strength to this effort and provide a broader range of expertise.

BetKon, Inc., Caltrop, RT Engineering, and Integris Management Group Inc., are all firms that Southstar and its staff have worked with or in conjunction with on many transportation projects on the State Highway System. These firms are trusted and respected in their respective fields of work for the quality of services they provide.

Firm Name	Role in this Contract	Utilization
BetKon, Inc.	Project Management Specialist	15%
Caltrop	Project Management/Project Management Specialist	10%
RT Engineering	Program/Project Management Support	5%
Integris Management Group	Program/Project Management Support	5%

Selecting the Southstar Team for this contract will result in successful delivery of your projects. The Southstar Team understands the demands of this contract and we fully understand Caltrans' needs. We will staff the project with a highly qualified team that possesses extensive knowledge and experience. The Southstar Team will assist District 8 in any and all tasks requested within the specified time line and budget. In our attached Statement of Qualifications (SOQ), we demonstrate how we are able to work in conjunction with Caltrans Staff and Management to achieve the desired outcome by:

- No transition period or learning curve to begin work, Southstar can start Day 1. The Southstar Team is available to begin work immediately and resume work on current assignments with no interruption.
- Tested and proven managers. Daniel Ciacchella, Amr Abuelhassan, and Jason Bennecke are all former Caltrans employees and have over 75 years combined engineering management experience.



- In depth team that can draw upon resources for each specialty.
- Superior knowledge of Caltrans requirements and processes that assist in the most efficient and cost-effective project delivery.

All correspondence can be sent to:

Mr. Daniel Ciacchella, PE
1700 Iowa Avenue, Suite 250, Riverside, California 92507
Tele: 951.342.3120 Fax: 951.342.3148
danc@southstareng.com

As requested in the Request for Qualifications, the following table lists former Caltrans employees proposed by Southstar.

Name	Last Date of Employment w/Caltrans	Functional Responsibility while with Caltrans within the last 24 months of employment
Daniel Ciacchella, PE	03/2003	Senior Transportation Engineer (Construction)
Amr Abuelhassan, PE	09/2003	Resident Engineer / Assistant Project Manager
Jason Bennecke, PE, PMP	03/2003	Transportation Engineer Range D

Southstar takes pride in exceeding client expectations through dedication to quality, professional integrity, and service excellence. We seek balanced solutions for our clients, the public and the environment by bringing significant experience to our projects. Our goal is to develop lasting relationships with our clients and serve them on a broad spectrum of projects while maintaining the superior quality of deliverables they expect from us.

Southstar does not have any financial or business interest on projects they will be assigned to as the Project Manager, based on the list of projects in the RFO. Southstar and its subconsultants do not have any conflicts of interest with this contract. Neither Southstar nor its subconsultants will engage in Construction Inspection services for the same project for which Southstar and/or its subconsultants have performed Project Development services. In addition, neither Southstar nor its subconsultants will engage in Construction Inspection services for the same project for which Southstar and/or its subconsultants have performed Project Construction Support services for the Construction Contractor.

Southstar certifies that the information contained in the SOQ is truthful, accurate, and complete at time of submittal. Upon request, Southstar will submit a Certified Public Accountant (CPA) indirect cost rate audit by an independent CPA firm in accordance with Caltrans requirements.

We believe our team, and the strengths therein, can successfully meet the challenges of this contract.

Sincerely,

Southstar Engineering & Consulting, Inc.

Daniel Ciacchella, PE
Executive Vice President
Contract Manager



4344 Latham Street, Suite 130
Riverside, CA 92501

March 7, 2014
Daniel Ciacchella, PE
1700 Iowa Avenue, Suite 250
Riverside, California 92507

Subject: A&E Program/Project Management Support Services in Riverside County, Solicitation 08A2345

Dear Mr. Ciacchella:

Betkon, Inc., is delighted to join your team in providing professional Program Project Management Support services to the Caltrans District 8 team. Betkon is committed to the Southstar Engineering team.

We certify that none of our Project Manager(s) as an individual, nor our firm will provide any Architectural/Engineering services, nor bid on the construction contract on projects that will be assigned as the Project Manager. None of our proposed Project Managers or our firm has any business interest on projects that will be assigned to our Team. Betkon is not working on any contracts or projects which are deemed to have potential conflict of interest with this contract.

As requested in the Request for Qualifications, the following table lists former Caltrans employees proposed by Betkon:

Name	Last Date of Employment w/ Caltrans	Functional Responsibility with Caltrans
Bryce Johnston, PE, PMP	07/2003	Construction Area Manager
Linda Supernaw	10/01/2011	Transportation Engineer/Programming

I will serve as our contact person and I am authorized to obligate our firm. All information submitted within this proposal is true and correct and I acknowledge that all proposals may be considered public information.

Very truly yours,
BETKON, INC

Heather McGuffin
President
760-964-1124
hmcguffin@betkon.com



March 7, 2014

Daniel Ciacchella, PE
Southstar Engineering & Consulting, Inc.
1700 Iowa Avenue, Suite 250
Riverside, CA 92507

RE: A&E Program / Project Management Support Services in Riverside County, RFQ Number 08A2345

Dear Mr. Ciacchella:

CALTROP is pleased to join the Southstar Engineering and Consulting, Inc. team as a non-exclusive partner for the above-referenced contract. For this contract, we will provide project management and risk management services.

The CALTROP Team is not providing any former Caltrans employees.

CALTROP will not engage in Construction Inspection services for the same project for which the prime consultant and / or subconsultant has performed Project Development services. In addition, neither prime consultant nor its subconsultants will engage in Construction Inspection services for the same project for which the prime consultant and / or subconsultant has performed Project Construction Support services for the Construction Contractor.

We are wholly committed to achieving the objectives of Southstar Engineering and Consulting, Inc., and will honor the confidentiality inherent to such a relationship. We appreciate the opportunity to partner on this Statement of Qualifications and look forward to being invited to the interview scheduled for April 2, 2014 in San Bernardino, CA. Our proposed staff will be available to attend the interview, if requested. Should you have any questions regarding our submission, please contact Project Manager Jim Robinson, PE, via cell phone at (909) 917-8839 or e-mail at jrobinson@caltrop.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Hashtroudi".

Alex Hashtroudi, PE
General Manager



RT Engineering & Associates, Inc.

March 7, 2014

Daniel Ciacchella, PE
Southstar Engineering & Consulting, Inc,
1700 Iowa Avenue, Suite 250
Riverside, CA 92507

Subject: Caltrans RFQ 08A2345 – Letter of Commitment to Provide A & E Program/Project Management Support Services in Riverside County

Dear Mr. Ciacchella,

This letter is to indicate RT Engineering & Associates, Inc. (RTEA) commitment to the Southstar team for the above mentioned RFQ. RTEA will be providing staff for the project controls, cost estimating, constructability review, risk assessment analysis and CPM Scheduling as needed as **a non-exclusive** subconsultant to Southstar team. We are aware that the interview date is scheduled for March 24, 2014 and our Key Staff will be available to participate in this interview.

Our following personnel submitted for this proposal were previously employed by Caltrans, their information is as follows:

Name	Last Held Position	Separation Date
Regina Talamantez	Transportation Engineer, Range C	April 1997

RTEA will not engage in Construction Inspection services for the same project for which RTEA has performed Project Development services. In addition, RTEA will not engage in Construction Inspection services for the same project for which RTEA has performed Project Construction Support services for the Construction Contractor.

Regina Talamantez, President/Project Manager will be the point of contact for the cost proposal. She is available at reginat@rtengineering.net or via cell phone at 909.855.1807. We appreciate the opportunity to participate on the Southstar team and provide this proposal to Caltrans.

Sincerely,

Regina M. Talamantez
President

Program Management ~ Project Management ~ Construction Management ~ Environmental ~ Public Outreach

Executive Headquarters:
1901 First Avenue, Suite 217G
San Diego, CA 92101
(619) 255-7287
Email: reginat@rtengineering.net

Inland Empire Office:
29194 Whitegate Lane
Highland, CA 92346
(909) 855-1807

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

R T ENGINEERING & ASSOCIATES, INC.

4136 VISTA GRANDE DRIVE
SAN DIEGO, CA 92115

Owner: REGINA MICHELE STEVENS
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) * In dicates primary NAICS code

- * 541330 Engineering Services
- 541618 Other Management Consulting Services

UCP
541620 Environmental Consulting Services

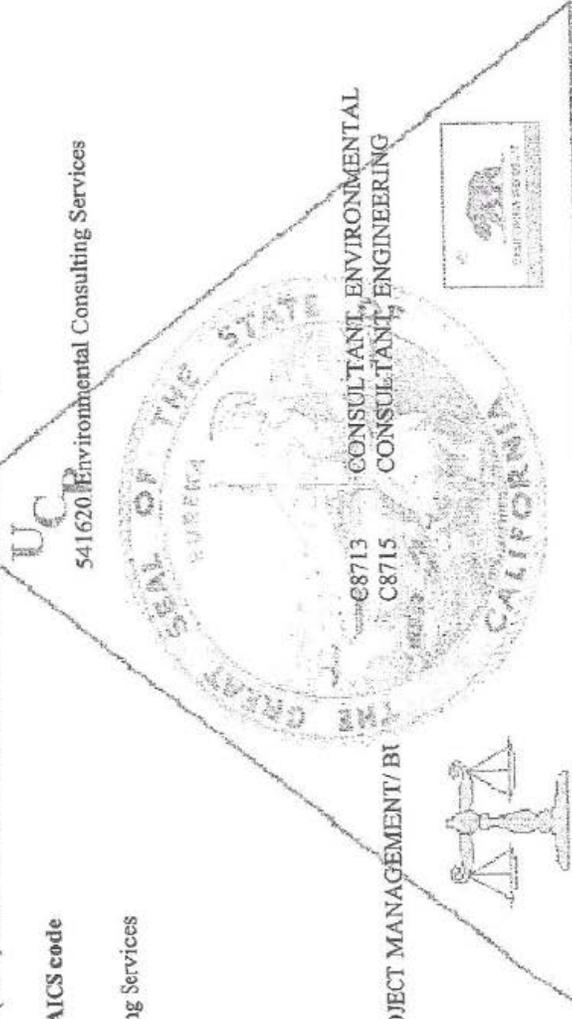
Work Category Code(s)

- C8710 ENGINEERING
- C8714 CONSULTANT, PROJECT MANAGEMENT/BI

- C8713 CONSULTANT, ENVIRONMENTAL
- C8715 CONSULTANT, ENGINEERING

Licenses

EC Civil Engineer



UNIFIED CERTIFICATION PROGRAM

CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0000
(213) 922-2600

UCP Firm Number : 40430

Regina Michele Stevens
CUCP OFFICER

December 28, 2012

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.



Construction Consulting
The Offices at TransPark
2920 E. Inland Empire Blvd.
Suite 104
Rancho Cucamonga, CA 91764
Office: (909) 752-0230
Fax: (909) 483-4927

March 7, 2014

Mr. Daniel Ciacchella, PE
Southstar Engineering & Consulting, Inc.
1700 Iowa Avenue, Suite 250
Riverside, CA 92507

Subject: A&E Program/Project Management Support Services in Riverside County
Reference: RFQ Number 08A2345

Dear Mr. Ciacchella:

Integris Management Group, LLC (INTEGRIS), is delighted to join Southstar's team as a subconsultant to provide Project Management and Project Analyst Support services for the subject project. INTEGRIS was formed to address the needs of agencies and the consulting community with quality professional support services focused on construction endeavors. The firm is 100% women and minority owned and is a CUCP-certified disadvantaged business enterprise (**DBE**) with Work Codes 8710 and 8715. Copies of our certifications are included herein. Our partnership believes strongly that sound management practices melded with a firm commitment to drive projects with integrity, ethics, and sound judgment are key to producing the most successful construction.

INTEGRIS provides construction project management and inspection services as well as specialized project controls expertise: construction schedule analysis, CPM scheduling, cost estimating, and document control. Additionally, we are document development specialists and support projects with writing, editing, and 3D visualization services. INTEGRIS staff members have decades of experience delivering successful projects in a variety of delivery methods including traditional and design-build. We do not have any former Caltrans employees on our staff.

Integris has no projects or contracts deemed to have a potential conflict of interest with this contract. Integris will not engage in Construction Inspection services for the same project for which Southstar and/or Integris has performed Project Development services. In addition, neither Southstar nor Integris will engage in Construction Inspection services for the same project for which Southstar and/or Integris has performed Project Construction Support services for the Construction Contractor

We understand that the interviews are scheduled to take place on April 2, 2014, in San Bernardino and our proposed staff members will be available that date and earlier for rehearsals as required. We look forward to working with the Southstar team on this important project. You may reach me directly at (909) 752-0229 or via my mobile at (909) 534-8471; my email address is bywaterp@integrismg.com.

Sincerely,
INTEGRIS MANAGEMENT GROUP, INC.

A handwritten signature in blue ink, appearing to read "Patricia Bywater".

Patricia Bywater
Chief Executive Officer

/attachments



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

March 19, 2013

Metro File # 6107

Patricia Anne Bywater
Integris Management Group, Inc.
8599 Haven Ave. #202
Rancho Cucamonga, CA 91730

Re: Small Business Enterprise Certification

Dear Ms. Bywater:

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>
541611	Administrative Management & General Management Consulting Services	\$14 million
541613	Marketing Consultant	\$7.0 million
541430	Graphic Design Services	\$7.0 million
541330	Engineering Services	\$14 million
561410	Document Preparation Services	\$7.0 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



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

CALIFORNIA UNIFIED CERTIFICATION PROGRAM



March 19, 2013

CUCP #40856
Metro File # 6107

Patricia Anne Bywater
Integris Management Group, Inc.
8599 Haven Ave. #202
Rancho Cucamonga, CA 91730

RE: Disadvantaged Business Enterprise Certification

Dear Ms. Bywater:

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 Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

<u>NAICS (2007)</u>	<u>Description</u>	<u>Size Standard</u>
541611	Administrative Management & General Management Consulting Services	\$14 million
541613	Marketing Consultant	\$7.0 million
541430	Graphic Design Services	\$7.0 million
541330	Engineering Services	\$14 million
561410	Document Preparation Services	\$7.0 million

Your DBE certification applies only for the above codes. You may review your firm's information in the CUCP DBE database which can be accessed at the CUCP website at www.californiaucp.org. Any additions and revisions must be submitted to Metro for review and approval.

In order to assure continuing DBE status, you must submit annually a No Change Declaration form (which will be sent to you) with supporting documentation. Based on your annual submission that no change in ownership and control has occurred, or if changes have occurred, they do not affect your firm's DBE standing, the DBE certification of your firm will continue until or unless it is removed by our agency.

Also, should any changes occur that could affect your certification status prior to receipt of the DBE Declaration, such as changes in your firm's name, business/ mailing address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately.

Metro reserves the right to withdraw this certification if at any time it is determined that it was knowingly obtained by false, misleading, or incorrect information. Your DBE certification is subject to review at any time. The firm thereby consents to the examination of its books, records and documents by Metro.

Congratulations, and thank you for your interest in the DBE program. I wish you every business success and should you have any questions, please contact us at [213-922-2600](tel: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

C:\Documents and Settings\garciae\My Documents\Cert-Word\00 - Shirley Wong\H-I Firms\Integris Management Group, Inc. DBE.doc

CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

INTEGRIS MANAGEMENT GROUP, INC.

8599 HAVEN AVENUE #202
RANCHO CUCAMONGA, CA 91730

Owner: PATRICIA BYWATER
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

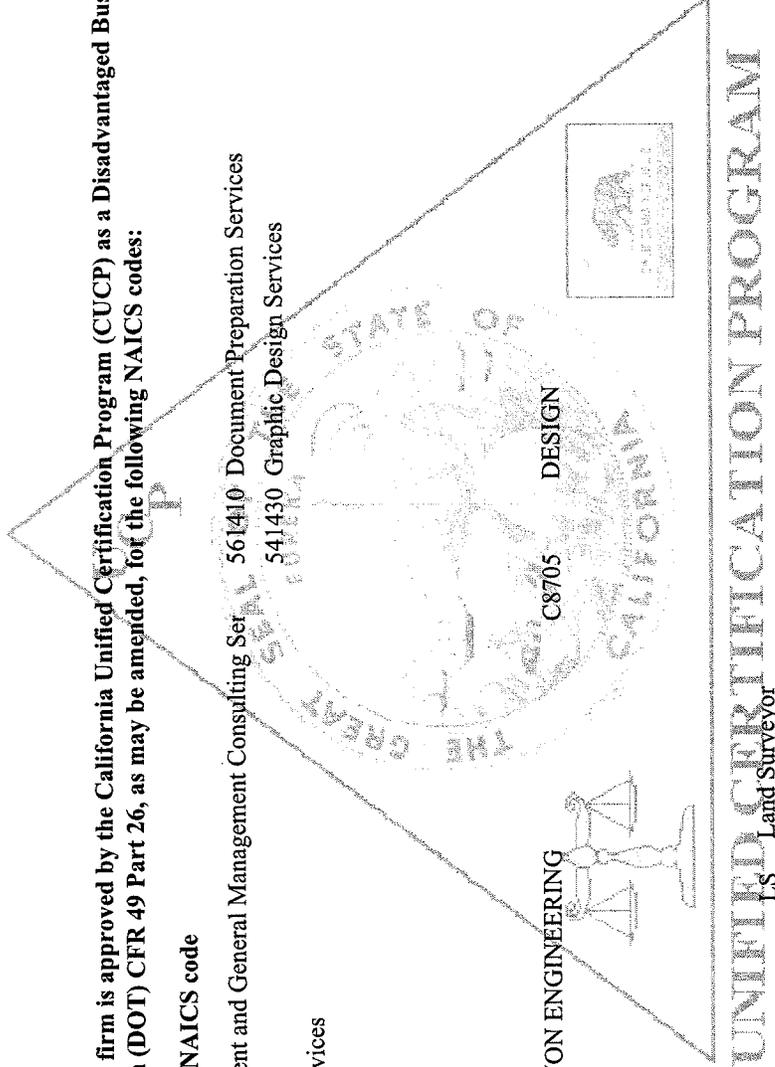
- * 541611 Administrative Management and General Management Consulting Ser. 561410 Document Preparation Services
- 541330 Engineering Services 541430 Graphic Design Services
- 541613 Marketing Consulting Services

Work Category Code(s)

- C8700 CONSULTANT, NON ENGINEERING
- C8710 ENGINEERING

Licenses

- EC Civil Engineer



CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0000
(213) 922-2600

UCP Firm Number : 40856

March 20, 2013

CUCP OFFICER

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST FORM FOR ON-CALL A&E

The Proposer hereby indicates that it has, to the best of its knowledge and belief:

 X Determined that no potential conflict of interest exists.

 Determined a potential conflict of interest as follows:

Use at least one form for each firm and attach additional documentation as necessary.

Describe nature of the potential conflict(s):

Describe measures proposed to mitigate the potential conflict(s):



Signature

March 7, 2014

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Department of Transportation contract personnel.

Daniel Ciacchella, PE Executive Vice President
Name & Title

(951) 342-3120
Phone

Solicitation # 08A2345 Firm Name Southstar Engineering & Consulting, Inc.



DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST FORM for On-call A&E

The Proposer hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential conflict of interest exists.

Determined a potential conflict of interest as follows:

Use at least one form for each firm and attach additional documentation as necessary.

Describe nature of the potential conflict(s):

no potential conflicts

Describe measures proposed to mitigate the potential conflict(s):

n/a

Heather McGuffin

Signature

3/7/2014

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Department of Transportation contract personnel.

Heather McGuffin, President

760-964-1124

Name & Title

Phone

Solicitation # 08A2345

Firm Name BETKON, INC.



DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST FORM for On-call A&E

The Proposer hereby indicates that it has, to the best of its knowledge and belief:

X Determined that no potential conflict of interest exists.

Determined a potential conflict of interest as follows:

Use at least one form for each firm and attach additional documentation as necessary.

Describe nature of the potential conflict(s):

Describe measures proposed to mitigate the potential conflict(s):

Alex Hashtroudi
Signature

March 7, 2014
Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Department of Transportation contract personnel.

Alex Hashtroudi, PE, General Manager
Name & Title

(909) 931-9331
Phone

Solicitation # RFQ 08A2345 Firm Name

CALTROP Corporation

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST FORM for On-call A&E

The Proposer hereby indicates that it has, to the best of its knowledge and belief:

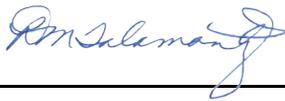
Determined that no potential conflict of interest exists.

Determined a potential conflict of interest as follows:

Use at least one form for each firm and attach additional documentation as necessary.

Describe nature of the potential conflict(s):

Describe measures proposed to mitigate the potential conflict(s):



Signature

March 7, 2014

Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Department of Transportation contract personnel.

Regina Talamantez, President

909-855-1807

Name & Title

Phone

Solicitation # RFQ 08A2345

Firm Name RT Engineering & Associates, Inc.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST FORM for On-call A&E

The Proposer hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential conflict of interest exists.

Determined a potential conflict of interest as follows:

Use at least one form for each firm and attach additional documentation as necessary.

Describe nature of the potential conflict(s):

Describe measures proposed to mitigate the potential conflict(s):


Signature

2/25/14
Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Department of Transportation contract personnel.

Patricia Bywater, CEO (909) 752-0229
Name & Title Phone
Solicitation # RFQ 08A2345 Firm Name Integris Management Group, Inc.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION
 ADM-0227F A&E (REV 7/2012) Page 1 of 2 (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

PART A - CONSULTANTS INFORMATION (Refer to Instructions in Page 2 of this form. Proposer shall ensure all information provided is complete and accurate.)

(A1) CONSULTANT'S BUSINESS NAME Southstar Engineering & Consulting, Inc.	(A2) AGREEMENT NUMBER 08A2345	(A3) ADVERTISED DBE% 3	(A4) DATE 02/26/2014
(A1) CONSULTANT'S BUSINESS ADDRESS 1700 Iowa Avenue, Suite 250	(A1) CITY Riverside	(A1) STATE Ca	(A1) ZIP CODE 92507
(A1) CONTACT PERSON Daniel Ciacchella	(A1) BUSINESS PHONE (951) 342-3120	(A1) FAX NUMBER (951) 342-3148	(A1) EMAIL ADDRESS

PART B - DBE INFORMATION AND DOCUMENTATION (Refer to Instructions in Page 2 of this form. Proposer shall verify DBE certifications.)

(1) List Name(s) and addresses of all DBEs that will participate in this Agreement:	(2) Area Code & Phone Number	(3) Tier	(4) Description of Work, Service, or Materials Supplied	(5) DBE/CUCP Certification Number	(6) Ownership Code	(7) Percentage Claimed	(8) Caltrans Use Only
RT Engineering and Associates, Inc.	(909) 855-1807	1	Program/Project Management Support	40430	7	5	
Integrus Management Group, Inc	(909) 752-0230	1	Program/Project Management Support	40856	7	5	

PART C - FOR CALTRANS USE ONLY Verification Completed by Office of Business and Economic Opportunity (OBEO):

	OBEO APPROVAL
--	---------------

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

AUTHORITY:

Title 49, Code of Federal Regulations, Part 26 (49 CFR 26)

INSTRUCTIONS FOR COMPLETING FORM ADM-0227F A&E (Please Type or Print Legibly):

PART A – CONSULTANT INFORMATION

- (A1) Consultant's Business Name, Address, City, State, Zip Code, Contact Person, Business Phone, Fax Number, and Email Address.
- (A2) Agreement number, that is the same number as the Request for Qualifications (RFQ) number.
- (A3) DBE Goal percentage advertised in the RFQ.
- (A4) Date this form is completed.

PART B – DBE INFORMATION AND DOCUMENTS

Column 1 Enter the names and complete addresses of all certified DBE Consultant/Subcontractor/Supplier(s) that will be used in the Agreement.

Column 2 Enter the area code and phone number of the corresponding certified DBE listed in Column 1.

Column 3 Enter the Contracting Tier number for each DBE listed in Column 1: 0 = Prime or Joint Consultant, 1 = Primary Subcontractor, 2 = Subcontractor/Supplier of level 1 Primary Subcontractor.

Column 4 Enter a description that briefly captures the work to be performed or supplies to be provided by each corresponding DBE firm listed in Column 1.

Column 5 Enter the DBE or CUCP Certification Number for the DBE listed in Column 1. Self-certification is NOT acceptable. DBEs must be certified by the submittal date identified in the RFQ. For more certification and verification information, refer to the Statement of Qualifications Submittal Instructions identified in the RFQ.

Column 6 Enter the correct Ownership Code number below for the corresponding DBE listed in Column B.

1 = Black American	4 = Asian-Pacific American	7 = Woman
2 = Hispanic American	5 = Subcontinent Asian American	8 = Other
3 = Native American	6 = Caucasian	9 = Not Applicable

Column 7 Enter the percentage (%) (best estimate) of utilization for each firm listed in Column 1. Enter a Whole number. Do not enter a range, "less than" expression, or "more than" expression.

ADDITIONAL INFORMATION:

- Form ADM-3012F should be submitted with the ADM-0227F A&E to demonstrate good faith efforts (GFE) AND protect bidder's/ proposer's eligibility for contract award in the event Caltrans determines the proposer failed to meet the DBE goal.
 - A DBE joint venture partner shall submit the joint venture agreement with the form ADM-0227F A&E.
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BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 12/2013) (Page 1 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

CONTRACTOR'S NAME Southstar Engineering & Consulting, Inc.	IFB OR RFP OR RFQ NUMBER 08A2345	DATE 02/26/2014
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BIDDER/PROPOSER INSTRUCTIONS: Submittal of only the Disadvantaged Business Enterprise (DBE) Information form, ADM-0227F, may not provide sufficient documentation to demonstrate that adequate good faith efforts (GFE) were made by the bidder/proposer. Bidders/proposers proposing goal attainment should always submit documentation for making GFE to protect its eligibility for award should Caltrans, in its evaluation, find that the goal was not met. Examples of disqualification may include, but are not be limited to: 1) A DBE subcontractor was not certified by Caltrans or a state or local participating agency that has a reciprocal agreement with Caltrans, by the bid/proposal due date and time; or 2) Bidder/proposer made a mathematical error resulting in failure to meet the goal. Bidder/Proposer must make an adequate GFE to be responsive. When applying for a determination of a GFE when no contract goals have been attained or when only partial goal(s) have been attained, bidders/proposers shall complete this Bidder/Proposer, DBE Good Faith Efforts Documentation form, ADM-0312F, and submit the requested information below with its bid by the bid due date and time. **Bidder/Proposer is responsible to: (1) ensure information is complete and accurate, and (2) verify DBE certifications.**

1. ADVERTISEMENT DOCUMENTATION

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisements or proof of publication.

TITLE OF PUBLICATION	PUBLICATION DATE(S)	TITLE OF PUBLICATION	PUBLICATION DATE(S)
N/A			

2. DBE DOCUMENTATION

- List the names and dates of written notices sent to DBE firm certified as DBEs soliciting bids for the contract.
- List the dates and methods used for following up initial solicitations to determine with certainty whether or not the DBEs were interested.
- Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- Identify information submitted to the bidder for this solicitation.

Check the appropriate box: IFB RFP RFQ

SOLICITATION

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/MAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER
	Feb 2014		Phone and Email	RT Engineering and Associates, Inc.	Regina Talamantez	(909) 855-1807
	Feb 2014		Email	Axiom	Jonathan Hou	(714) 247-1002
	Feb 2014		Email	Integrus Management Group, Inc.	Patricia Bywater	(909) 752-0230
	Feb 2014		Email	Ultrasystems Environmental	Griselda Smith	(949) 788-4900

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 12/2013) (Page 2 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

CONTRACTOR'S NAME Southstar Engineering & Consulting, Inc.	IFB OR RFP OR RFQ NUMBER 08A2345	DATE 02/26/2014
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2. DBE DOCUMENTATION (Continued)

SOLICITATION

DATE MAILED	DATE PHONED	DATE OF FOLLOW-UP	FOLLOW-UP METHOD PHONE/MAIL	NAME OF FIRM SOLICITED	CONTACT NAME	PHONE NUMBER

3. ITEMS OF WORK

Identify the items of work made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. Bidder/ Proposer shall demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

ITEMS OF WORK:

N/A

BREAKDOWN OF ITEMS:

N/A

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 12/2013) (Page 3 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

CONTRACTOR'S NAME Southstar Engineering & Consulting, Inc.	IFB OR RFP OR RFQ NUMBER 08A2345	DATE 02/26/2014
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4. DBE RESPONSES

List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract that were not accepted. Provide a summary of your discussions and/or negotiations with each, the name of the firm selected for that portion of work, and the reasons for your choice. Attach copies of quotes from DBE firms contacted.

DBE FIRM NAME	PHONE NUMBER	RESPONDED		SELECTED		GIVE REASON FOR NON-SELECTION AND A SUMMARY OF DISCUSSIONS
		YES	NO	YES	NO	
N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

5. ASSISTANCE TO DBEs - Bonding, Insurance, etc.

Identify efforts to assist DBEs in obtaining bonding, lines of credit, insurance, and/or any technical assistance related to requirements for the work or for plans and specification provided to DBEs.

N/A

BIDDER/PROPOSER DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS DOCUMENTATION

ADM-0312F (REV 12/2013) (Page 4 of 4) (CONTRACTS FEDERALLY FUNDED IN WHOLE OR IN PART)

CONTRACTOR'S NAME Southstar Engineering & Consulting, Inc.	IFB OR RFP OR RFQ NUMBER 08A2345	DATE 02/26/2014
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6. ASSISTANCE TO DBEs - Equipment/Materials, etc.

Identify efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

7. ADDITIONAL DATA

Provide any additional data to support a demonstration of GFE such as contacts with DBE assistance agencies. Identify the names of agencies, organizations, and groups providing assistance in contacting, recruiting, and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.

NAME OF AGENCY/ORGANIZATION	METHODS/DATE OF CONTACT	RESULTS
N/A		

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 654-6410, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (*City and State*)

A&E Program/Project Management Support Services in Riverside County

2. PUBLIC NOTICE DATE
January 30, 2014

3. SOLICITATION OR PROJECT NUMBER
08A2345

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Daniel Ciacchella, PE

5. NAME OF FIRM
Southstar Engineering & Consulting, Inc.

6. TELEPHONE NUMBER
951-342-3120

7. FAX NUMBER
951-342-3148

8. E-MAIL ADDRESS
danc@southstareng.com

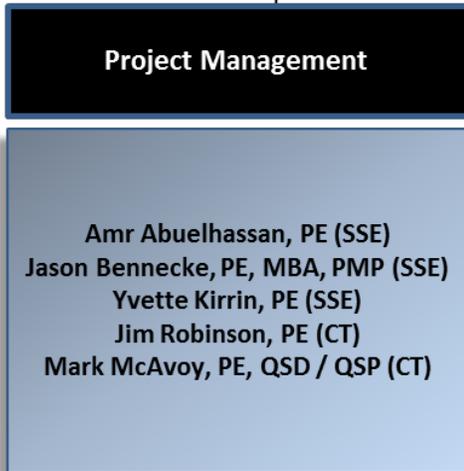
C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			 SOUTHSTAR engineering & consulting, inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	1700 Iowa Avenue, Suite 250 Riverside, CA 92507	Project Management Program/Project Management Support
b.			<input checked="" type="checkbox"/>	 BetKon, Inc. <input type="checkbox"/> CHECK IF BRANCH OFFICE	4344 Latham Street, Suite 130 Riverside, CA 92501	Project Management Specialist/Program/Project Management Support
c.			<input checked="" type="checkbox"/>	 CALDROP <input type="checkbox"/> CHECK IF BRANCH OFFICE	9337 Milliken Avenue Rancho Cucamonga, CA 91730	Project Management Program/Project Management Support Risk Management
d.			<input checked="" type="checkbox"/>	 RTEA RT Engineering & Associates, Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	29194 Whitegate Lane Highland, CA 92346	Program/Project Management Support
e.			<input checked="" type="checkbox"/>	 INTEGRIS MANAGEMENT GROUP INC. <input type="checkbox"/> CHECK IF BRANCH OFFICE	2920 E. Inland Empire Blvd. Suite 104 Ontario, CA 91764	Program/Project Management Support
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		



Caltrans Contract Manager
Masud Zahedi, PE



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Daniel Ciacchella, PE	13. ROLE IN THIS CONTRACT Contract Manager/Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION *(City and State)*
Southstar Engineering and Consulting, Inc. | Riverside, California

16. EDUCATION <i>(Degree and Specialization)</i> BS Civil Engineering, University of Florida	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Civil Engineer #53169, California
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Ciacchella has over 24 years of civil engineering experience managing multi-million dollar freeway and roadway projects in Southern California. While at Caltrans, he managed several major projects, such as the State Route 91 widening through the City of Riverside, several Interchange projects on I-15 in the cities of Temecula, Murrieta, and Corona, and the SR-91/SR-71 Interchange improvement project in Corona. Dan successfully delivered the Minor Program for Caltrans District 8. Dan also worked on the role of Right of Way liaison for the Project Management Division on the I-215 CIP, and successfully managed the Excess Lands Disposal Contract for Delivery (3 fiscal years). Most recently, he has been involved as the Caltrans Project Manager on high profile projects such as the SR-91 Design-Build Corridor Improvement Project in Corona, and the I-15 Tolled Express Lanes project from SR-60 to Cajalco Road. These mega-projects are considered major high profile projects by FHWA and represent a major improvement to the area's economic and social quality of life.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
SR-91 Corridor Improvement Project (CIP) Caltrans EA OF540	In progress	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Caltrans Project Manager. Since 2008, responsible for the full oversight of Caltrans review and approval of all project deliverables and the Caltrans support budget, under an accelerated schedule. Under the direction of the Caltrans Project Director working in conjunction with the RCTC Project Manager, the Design Project Manager, and the rest of the Caltrans team, to ensure the delivery of this project on schedule, and within cost. The project is currently in the middle of the design phase and beginning the construction phase. \$1.3 billion Design-Build project.	<input checked="" type="checkbox"/> Check if project performed with current firm	
SR-91/SR-71 Interchange Project Caltrans EA OF541	In progress	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Caltrans Project Manager. Scope includes construction of a new East SR-91 to North SR-71 Connector, a new collector-distributor road, and other improvements. Working closely with RCTC (project sponsor), and FHWA to deliver project. Completed project approval/environmental document (PA&ED phase). Currently in the design PS&E phase. \$120 million.	<input checked="" type="checkbox"/> Check if project performed with current firm	
I-15 Corridor Improvement Project (CIP) Caltrans EA OJ080	In progress	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Caltrans Project Manager. As the Caltrans lead and single focal point, responsible for the full oversight of Caltrans review and approval of all project deliverables. Working in conjunction with the RCTC Project Manager, the Design Project Manager, and the Caltrans team, to ensure the delivery of this project on schedule, and within cost. The project is currently in the PA&ED phase and it is a candidate for Design-Build procurement. \$450 million project.	<input checked="" type="checkbox"/> Check if project performed with current firm	
Excess Lands Contract for Delivery Caltrans EA OR002	2010	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Manager. Managed the District's Excess Lands contract for delivery FY 07/08 through RY 09/10. The work included leading a team of District staff from various functional units to fulfill the District Director's commitment to the Caltrans Director to transfer a list of excess parcels identified as critical within the fiscal year. Received an award from HQ for 100% delivery.	<input checked="" type="checkbox"/> Check if project performed with current firm	
I-15 Rehabilitation Project, Caltrans EA 44830 Corona, California	In progress	2013
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Manager. This project will rehabilitate 5 miles of asphalt pavement on I-15, south of SR-91. The Project was completed in Fall of 2013. The project had stalled because of a shortage of funding and other constraints. Worked successfully with Caltrans functions to find innovative solutions to deliver this badly needed project. The project was completed ahead of schedule and under budget. \$30 million.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Amr Abuelhassan, PE	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 4

15. FIRM NAME AND LOCATION (City and State) Southstar Engineering and Consulting, Inc. Riverside, California
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16. EDUCATION (Degree and Specialization) Master of Science, Civil Engineering, California State University, Fullerton, 1997, Bachelor of Science, Civil Engineering, California State Polytechnic University, Pomona, 1991	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer Civil No. C57817, CA
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Mr. Abuelhassan brings more than 22 years of experience in project management, construction management, and civil engineering to this project. With his extensive knowledge of the State of California Standard Plans and Specifications and construction contracts in addition to local, regional, state, and federal regulations. Mr. Abuelhassan's experience includes managing projects of various sizes during the project development phase through award of construction. In addition Mr. Abuelhassan delivered multiple large high profile construction projects for Caltrans, County of San Bernardino and RCTC.

19. RELEVANT PROJECTS

#	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Los Alamos Road Overcrossing Bridge Replacement Murrieta, California	In Progress	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Resident Engineer. The Los Alamos Road Overcrossing Bridge Replacement Project consists of the reconstruction of the existing two lane bridge overcrossing Interstate 15 with a four-lane higher profile bridge over the freeway. The project is being built in two stages with three standalone structures that will ultimately be connected with two closure deck pours. The total capital cost of the Project is \$10,000,000.		
b.	I-5 Widening Construction Traffic Mitigation Projects, Cities of Norwalk, Santa Fe Springs, and La Mirada, California	2012	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager and Construction Manager on a group of traffic mitigation projects within the Cities of La Mirada, Norwalk and Santa Fe Springs. Responsible for scoping, cost estimating, budget management, soliciting proposals from and managing design consultants, soliciting bids and managing construction contracts. Mr. Abuelhassan's responsibilities included the delivery of a group of rehabilitation and signal projects from the scoping phase to construction completion and JPA reimbursement by the Los Angeles County Metropolitan Transportation Authority. Project Cost \$6,650,000.		
c.	I-215 Widening – South, Riverside County, California	2012	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Resident Engineer. Lead the Construction Management and Administration team in the delivery of this Project. This includes inspection, materials testing and surveying staff. The project added one lane in each direction to create three northbound lanes and three southbound lanes to this section of freeway. Widening is occurred in the current freeway median, which minimized the project's impact on the community and motorists during construction. Project capital cost approximately \$31,000,000		
d.	Project Management for Caltrans District 8 (Various Routes) San Bernardino and Riverside Counties, California	2010	2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Project Manager, responsible for coordinating the development and delivery of capital improvement projects on various routes (from the PIP stage to end of construction). Developed project work plans and project change requests including staffing allocations, budgeting and scheduling needs. Combined projects costs approximately \$200,000,000.		
e.	Fort Irwin Road Widening and Rehabilitation Project Barstow, California	2007	2007
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Resident Engineer (Construction Manager), responsible for this 23-mile long widening and rehabilitation project. This project was the largest transportation construction project in the history of the County of San Bernardino Department of Public Works. This project included the removal and export of over 400,000 cubic yards of excess soil, the placement of about 160,000 tons of asphalt concrete, the installation of about 47 miles of tortoise fencing and construction and improvement of numerous drainage systems along the road. Project construction cost was approximately \$19,000,000.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jason Bennecke, PE, MBA, PMP	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION *(City and State)*
Southstar Engineering and Consulting, Inc. | Riverside, California

16. EDUCATION <i>(Degree and Specialization)</i> BS Civil Engineering, Cal Poly Pomona MBA Corporate Management, CSUSB	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Civil Engineer #58808 CA General Building Contractor, #921267 CA Real Estate Broker, Lic #01332170
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Mr. Bennecke has accumulated over 21 years of extensive civil engineering and management experience while working on various Caltrans projects in different capacities. As a Project Manager in Caltrans District 8 for the past six years, Mr. Bennecke has been responsible for successfully delivering and maintaining a project portfolio worth over \$500 million, mostly oversight interchange projects in various stages of PA/ED or PS&E, along with the I-15 JPOE and both SR-138 projects. His practical experience includes design of roadways, streets, street lighting, drainage channels, drainage structures, storm drains, sanitary sewer, and structural work. He has broad experience in project coordination with Caltrans, utility companies, cities, state agencies, and private property owners.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a.	(1) I-15/Joint Port of Entry (JPOE) Caltrans EA's 36850/36851	2010-Present	2013-Present
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Mr. Bennecke is responsible for the completion of the Plans, Specifications, and Estimates (PS&E) for a complex highway and building inspection facility. This included extensive coordination with the BLM, CDFG, CDFG, USFWS to obtain 401, 404, 1602, and 2081 permits for the \$61 million construction capital, scheduled to begin construction late 2012. Mr. Bennecke is instrumental in negotiating the eligibility of about \$28 million in federal funds for reimbursement from FHWA and saving over \$7 million in previously expended support costs from being paid back to FHWA.		
b.	(1) I-15/Cajalco Interchange Caltrans EA 0J610	2008-Present	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Mr. Bennecke is responsible for guiding this \$55 million interchange reconstruction project to successful PA/ED in the summer of 2009. Extensive negotiations were necessary among RCTC, Caltrans environmental/design staff, the City of Corona, and FHWA. The Modified Access Report was ultimately approved in 2010 by FHWA after careful planning, strategizing, and negotiating with FHWA.		
c.	(1) I-15/Clinton Keith Road Interchange Caltrans EA 0F580	2008-Present	Feb 2012-Present
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. This project proposed to widen the existing four tight diamond ramps and widen the existing Clinton Keith OC to 8 lanes. The County of Riverside was the lead agency for this \$15 million project. Mr. Bennecke is of critical importance in keeping the project moving forward in the face of several environmental related issues, including the 401 permit and tree replanting ratios. This heavily congested interchange is the access point for much of the City of Wildomar residents and it is a bottleneck for traffic. Mr. Bennecke worked closely with Caltrans design oversight engineers, RCTD staff and their design engineering firm to ensure a high quality project was delivered on time.		
d.	(1) I-10/Bob Hope Drive Interchange Caltrans EA 45600	2009-Present	2009-2011
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. This project involved the construction of the Bob Hope Drive bridge and extension with a new diamond interchange near Rancho Mirage from 1.5 KM west to 0.9 KM east of Ramon Road Interchange. The project had significant coordination with the Agua Caliente Tribe, BIA, the City of Rancho Mirage, the Coachella Valley Association of Governments (CVAG), the Union Pacific (UP) and the Riverside County Transportation Department (RCTD). Mr. Bennecke is instrumental in obtaining \$35 million in ARRA funds, which required extensive coordination with HQ Federal Resources, CVAG, RCTD, RCTC, and FHWA to meet very tight and strict funding deadlines.		
e.	(1) SR-138 Widening and Realignment Projects (east and west) Caltrans EA's 3401U/34013/0Q300	2012-Present	2013
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. These projects involved realigning and widening two different segments of SR-138. Multiple tasks were handled that overcame challenging risks, including, but not limited to, 401, 4014, and 1602 permits obtained in record time, R/W issues with BNSF railroad causing EA 3401U to be split into two separate projects, coordination with high-level executive management at Caltrans HQ and the District Director, negotiations with the USFS, and successful delivery of project EA 3401U prior to losing \$60M in SHOPP funds.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Yvette Kirrin, PE	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION <i>(City and State)</i> Southstar Engineering and Consulting, Inc. Riverside, California			
16. EDUCATION <i>(Degree and Specialization)</i> BSME, Mechanical Engineering, University of Florida, 1992		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Civil Engineer, CA #C63667 Professional Civil Engineer, AZ #36110 Professional Engineer, FL #53833	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Ms. Kirrin has over 24 years of extensive civil engineering experience in design, construction and project management. Her experience includes freeways, roadways, streets, street lighting, drainage channels and structures for public and state agency projects. Yvette is an active member with the following organizations: American Society of Civil Engineers (ASCE), Building Industry Association of Southern California, Inc. (BIA), Consulting Engineers and Land Surveyors of California (CELSOC), Institute of Transportation Engineers, Inc. (ITE), National Society of Professional Engineers Project Management Institute (PMI), Women's Transportation Coalition (WTC), Project Management Institute, Project Management Training, 2002, Certified Public Manager, State of Florida, Florida State Center for Public Management, 1998.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a.	SR-91 Widening (through Corona) – for RCTC	2010 – Current	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Utility Manager. Ms. Kirrin is currently the Utility Manager, under subcontract to Parsons, contracted by RCTC. This included identifying all utility conflicts based on the preferred alternative, coordinating with utility Owners (i.e. ATT, SCE, SCG, City of Corona, TWC, Level 3, Questar and TW Telecom), obtaining Utility Agreements, working to obtain Project Utility Agreements, consistent with the Caltrans Utility Manual, pothole oversight and developing relocation concepts, cost estimates and relocation duration schedules. Reported to Parsons/RCTC.		
b.	I-15/Joint Port of Entry Caltrans EA 36850	2005-Current	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Ms. Kirrin was responsible for the completion of the Plans Specifications and Estimates (PS&E) for a complex highway and building inspection facility. This included extensive coordination with utility owners, the Bureau of Land Management, the California Highway Patrol and the California Department of Food & Agriculture. (\$50 million Construction Cost, to be constructed beginning 2012)		
c.	I-10/Bob Hope Drive Interchange Caltrans EA 45600	2006-2010	2012
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Ms. Kirrin was responsible for the completion of the Project Approval & Environmental Document (PA/ED), Plans Specifications and Estimates (PS&E) and coordination of all utilities and agreements with the County of Riverside, the City of Rancho Mirage and the Agua Caliente Tribe. \$30 million Construction Cost, completed in 2011.		
d.	On-Call Project Management Services, District 8 Caltrans EA 08A1430	2006-2008	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager (for Portion while with AZTEC, prior to joining Southstar). Ms. Kirrin managed the day to day activities of the contract, including several concurrent task orders, as well as providing extension of staff services. Ms. Kirrin attended all PDT meetings, took action on outstanding issues and elevated them to leadership when appropriate, attended monthly status meetings, updated PCR's, and worked with WPS. Ms. Kirrin has several high profile projects dealing with external customers and agencies and has delivered PA/ED for two of her main EA's, while the 3 rd is currently in PA/ED. This is a \$4.0 Million contract.		
e.	On-Call Project Management Services, District 8 Caltrans EA 08A1152	2005 - 2006	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Project Manager. Ms. Kirrin served as the contractual consultant project manager for four concurrent task orders, and provided extension of staff services, via the management of several Project EA's. She led the PMSU Task (i.e. Project Management Support) to update/create Project Management Plans and presented at the weekly PMSU staff meeting regarding progress, and helped coordinate and provide guidance into the completion of the management Plans. \$2.0 million contract.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jim Robinson, PE	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 36	b. WITH CURRENT FIRM 11

15. FIRM NAME AND LOCATION (City and State) CALTROP Corporation Rancho Cucamonga, CA	
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16. EDUCATION (Degree and Specialization) BS, Civil Engineering, Villanova University	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) CA, Civil Engineer, No. C58192
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Mr. Robinson has more than 36 years of project management, project delivery, funding assistance, project listing, construction management and design experience on transportation infrastructure and public works projects. He gained his experience working for local cities, Caltrans, LA County Department of Public Works on various freeway, highway, interchange, bridge and roadway projects. His project management experience includes interfacing with other agencies and involved parties, such as cities, county agencies, area businesses, local residents and the public, utilities and railroads. He is familiar with PMBOK, Caltrans Project Management Body of Knowledge Handbook, Project Risk Management Handbook, procedures, guidelines and management organization. As an expert designer, he has extensive knowledge of Caltrans PS&E procedures. He is familiar with Caltrans Standard Specifications and Standard Plans, Caltrans Policies and Procedures, as well as environmental documents. He has experience with review and implementation of the SWPPP plan. He is familiar with project scheduling, including Primavera and Microsoft Project software, critical path delay analysis, and he has reviewed CPM schedules for a variety of bridge, roadway and utility projects.

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	SR-58 Hinkley Widening and Realignment, Caltrans District 8, San Bernardino County, CA (08A2095 / EA 04351)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Mr. Robinson is providing project management and project management support services for project, design and construction management for the realignment and widening of SR-58 from two to four lanes and upgrading the highway to an expressway near the community of Hinkley in the County of San Bernardino, from west of Hidden River Road, to east of Lenwood Road.		
	SR-58 Kramer Junction, Caltrans District 8, San Bernardino County, CA (08A2095 / EA 34770)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Mr. Robinson is providing project management and project management support services for project, design and construction management for the widening of SR-58 to accommodate four lanes of expressway on SR-58, in the County of San Bernardino, near the Kern County line to 7.5 miles east of U.S. Highway 395.		
	US-395 Realignment Project, Caltrans District 8, San Bernardino County, CA (08A2095 / EA 34042)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Mr. Robinson is responsible for project, design and construction management for the construction of a four lane expressway from Purple Sage Road to 0.5 miles south of Farmington Road. Vertical alignment is to be adjusted, where necessary, to enhance sight distance.		
	US-395 Widening Project, Caltrans District 8, San Bernardino County, CA (08A2095 / EA 0F630)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Mr. Robinson is responsible for project, design and construction management for the widening of approximately 15 miles of US-395 to four lanes; construct a left-turn channelization at the intersections and construction standard shoulders, as needed, through the cities of Adelanto, Hesperia and Victorville. The project will widen or replace the structure over the California Aqueduct.		
	Project Management, Development and Incidental Project Management Support Services (11A2047), Caltrans District 11, San Diego, CA	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Mr. Robinson is providing project management and project management support services for transportation projects overseen by Caltrans. Services include integration management, scope management, time management, cost management, quality management, resource management, communication management and risk management.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Mark McAvoy, PE, QSD / QSP	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 13	b. WITH CURRENT FIRM 3

15. FIRM NAME AND LOCATION <i>(City and State)</i> CALTROP Corporation Rancho Cucamonga, CA	
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16. EDUCATION <i>(Degree and Specialization)</i> BS, Civil Engineering, California State University, Long Beach, Cum Laude, President Scholar's Program Member of the American Society of Civil Engineers (ASCE) and the American Public Works Association (APWA)	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> CA, Civil Engineer, No. C68361 QSD / QSP Certificate No. 22014
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Mr. McAvoy, a California-registered Civil Engineer, has more than 13 years of experience in municipal and public works project and construction management in northern and southern California. He has extensive experience in managing transportation projects for public agencies, including Caltrans. His experience includes managing scope, cost and schedule; interpreting contract plans and specifications; designing and calculating project plans, specifications and estimates; checking plans to ensure compliance with state standards and providing traffic engineering analysis.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
Project Management and Project Management Support Services, Caltrans District 10, Stockton, CA (Contract 06A1413)	2013	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. Project Manager. Mr. McAvoy was responsible for the delivery of projects in various counties within District 10. Led the project development team in developing a project work plan for scope, schedule and cost; managing both capital and support costs; monitoring actual against planned costs. Obtained services of functional units by negotiating agreements with functional managers to meet project commitments. He managed and coordinated projects, including Minor A, Safety and SHOPP projects ranging in value from under \$1 million to more than \$40 million involving rehabilitation of state highways, retaining walls, bridge widenings and reconstructions, and TMS projects. Internal and external activities with consultants to produce deliverable for the project development process.		
City of Manteca, CA	2011	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm b. Senior Civil Engineer / City Traffic Engineer. Mr. McAvoy was responsible for managing the operation of the City's transportation network, including delivery of projects and maintenance of the traffic signal system, traffic engineering, general plan circulation element update and traffic calming program. Project manager for all transportation capital projects including freeway interchange upgrades, freeway landscape projects including the \$3 million landscape enhancement project on the SR120 and SR99 mainlines and at 4 freeway interchanges; all federally funded projects; and the pavement management program. Inter-agency coordination included Caltrans, FHWA, SJCOG, cities and counties.		
City of Ontario, CA	2006	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm c. Associate Civil Engineer. Mr. McAvoy was responsible for project management, listing and administration of capital improvements program, project planning, budget preparation, design, bidding and construction management. Managed the citywide pavement management program. Performed construction management and administration of consultant contracts.		
Labelle Marvin, Inc., Santa Ana, CA	2003	
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm d. Assistant Project Engineer. Mr. McAvoy was responsible for assignment and final production for, pavement design, rigid and flexible soil / asphalt lab testing and analysis, construction and project management of asphalt and concrete roadways, parking lots, alleys and airfield runways. Performed surveying, CAD drafting, cost estimates and bid documents. Project management oversight on projects for private developments and public agencies.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Bryce Johnston, P.E., P.M.P	13. ROLE IN THIS CONTRACT Program Project Management Support	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) BETKON, INC. Riverside, CA			
16. EDUCATION (Degree and Specialization) BSCE 1987 Kansas State University		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) California, Civil Engineering, P.E. 52415 PMP Cert	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Mr. Johnston has over 25 years of extensive civil engineering experience in construction, design, and project management. His experience included conventional and alternative delivery projects. His background is varied in roadways, streets, street lighting, drainage channels, drainage structures, storm drains, sanitary sewer, and bridge construction. He has worked on projects for Caltrans and several communities, including Rialto and Fontana, California. His experience includes Field Office Chief for Caltrans, City Engineer, Project Manager, and Resident Engineer for delivery of over \$1 billion in projects. He also has extensive experience in federally funded projects as it relates to compliance and documentation requirements, as well as funding reimbursement. He has broad experience in project coordination with Caltrans, utility companies, cities, state agencies, and private property owners.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	Caltrans District 8 Program Project Management	Current	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager Functioning as a Project Manager for many tasks. PM duties for assigned EAs, delivery of Risk Management Plans, Work-plan evaluation, assisting Communication plan updating, updating fact sheets, and coordinating project close outs. Currently, leading multi-disciplined team in the Cajon Pass Rehabilitation Design Build.		
b.	I-15 La Mesa/Nisqualli Interchange, SANBAG, Victorville	2012	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior R.E., Bryce Johnston is currently providing construction engineering on the La Mesa/Nisqualli Interchange project. He will be maintaining project documentation, drafting change orders, coordinating with the City of Victorville, SANBAG, California Highway Patrol and Caltrans as well as the community at large. In addition, he has and will be initiating time and cost savings approaches to construction materials and methods during the pre-construction activities as well as during construction. He will assist in labor compliance tasks and all general documentation required for a federally funded project.		
c.	City of Riverside Victoria Bridge Seismic Retrofit Project, Riverside	2004	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Resident Engineer. Full construction engineering and inspection services for the seismic retrofit of Victoria Avenue Bridge. Project involves extensive retrofit of every aspect of the structure. Providing contract administration of all work associated with the project and in compliance with Caltrans standards. \$9 M		
d.	Caltrans District 8 Office Chief Construction, CA	2002	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Field Office Chief. Supervised entire District 8's field operation as well as technical direction of field testing, District Materials Branch, District Construction Office Support. Managed all claims negotiations. \$600,000,000 of on-going work.		
e.	Caltrans I-15/SR-210 Interchange, Caltrans District 8, CA	1998	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Senior Resident Engineer. One freeway-to-freeway interchange, two local street-to-freeway interchanges and 1.8 miles of flood control channel. Supervised bridge and roadway inspectors, surveyors and office personnel. Required extensive coordination with local cities to allow permit projects to work concurrently. \$80M		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jianxiong Yu, PhD, PE, PMP	13. ROLE IN THIS CONTRACT Contract Project Manager, PM, Specialist	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM <1

15. FIRM NAME AND LOCATION <i>(City and State)</i> BETKON, INC. Riverside, CA

16. EDUCATION <i>(Degree and Specialization)</i> Ph.D., Transportation Engineering, University of Toledo, OH, 2005 M.S., Transportation Engineering, University of Toledo, OH, 2002 B.S., Highway & Urban Road Engineering, Southeast University, China, 1992	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Ohio, Civil Engineering, P.E. C68630, 2003 California, Civil Engineering, P.E. C71762, 2007 PMP Cert #1408743 CA Clarity Open Workbench Cert
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Member of American Society of Civil Engineers (ASCE)
Publications: Yu, J., Chou, Y.J., and Yau, J.T. "Estimation of the Effects of Influential Factors on Pavement Service Life with Cox Proportional Hazards Method". Journal of Infrastructure Systems, Vol. 14, No. 4, pp275-282, 2008. Yu, J., Chou, Y.J., and Luo, Z. "Development of Linear Mixed Effects Models for Predicting Individual Pavement Conditions", Journal of Transportation Engineering, Issue 133, pp347-352, 2007. Yu, J., Chou, Y.J., and Yau, J.T. "Development of Speed-Related Ride Quality Thresholds using International Roughness Index", Transportation Research Record, Issue 1974, pp47-53, 2006.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a.	08A2096 – On-Call Project Management Services, Caltrans District 8, San Bernardino, CA	2012-2014	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm As the Contract Manager managed multiple task orders, coordinated with subs and worked closely with District 8 Consultant Service Unit. Jianxiong also served as a full time Project Management Specialist providing various support to the PPM Division. He helped District 8 with Right of Way Task Management, coordinated and collected project work plan and programming information, and developed project expenditure automated reporting tools for Right of Way. Jianxiong is also responsible for preparing the draft SB45 financial reports, which is due quarterly. He also participated in the development of project expenditure and estimate to complete reports. With his transportation engineering knowledge and computer programming/database skills, Jianxiong was able to develop/improve project reporting systems in FileMaker Pro, which is highly demanded by project managers and office chief.		
b.	08A1664 – On-Call Project Management Services, Caltrans District 8, San Bernardino, CA	2010-2012	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm As the Project Manager for "Streamlined Oversight Projects" (SOP) oversaw projects funded by third-party sources averaging between \$1M-\$3M within District 8. Jianxiong was responsible for daily project management tasks such as scheduling, resourcing, review distribution, comment letter compiling, and project status updating and reporting. He is also responsible for compiling project fact sheets, scheduling and attending PDT meetings, completing Co-Op Agreement fact sheets, coordinating with Environmental unit to resolve Environmental issues. Jianxiong also provided training to Caltrans SOP Project Manager, and transitioned SOP projects to him in January 2012. He then started to work on work plan statistical analysis. During this period, massive historical data were collected, analyzed, and cleaned up. Statistical results at both project-phase and phase-unit level based on the number of hours per \$1,000 capital was obtained and is further employed to identify potential resource planning issues.		
c.	08A1430 – On-Call Project Management Services, Caltrans District 8, San Bernardino, CA	2008-2010	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Interim Project Manager for "Streamlined Oversight Projects" oversaw projects funded by third-party sources averaging between \$1M-\$3M within District 8. Jianxiong helped develop the processing procedures and was responsible for daily project management tasks such as scheduling, resourcing, review distribution, external correspondence, updating of project status in the online project tracking system, and reporting project status to supervisors. Jianxiong is also responsible for compiling fact sheets, attending PDT meetings, completing Co-Op Agreement fact sheets, updating work plans and schedules, financial reports and assisting with quantifying outstanding issues.		
d.	08A1472 On-Call Design QA/QC Project, Caltrans District 8, San Bernardino, CA	2007	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Assistant Project Manager. Performed Project Study Report (PSR), Project Report (PR), Plans, Specifications & Estimates (PS&E) review for Caltrans District 8 Projects. Designed Right of Way (R/W) consolidation online database and reporting system for the District.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME L.F. (Sandy) Caldwell, PE, QSD	13. ROLE IN THIS CONTRACT Program/Project Management Support	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 4

15. FIRM NAME AND LOCATION *(City and State)*
Southstar Engineering and Consulting, Inc. | Riverside, California

16. EDUCATION <i>(Degree and Specialization)</i> Associate of Science, Mt. San Antonio College	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Civil Engineer, CA #39441 Qualified SWPPP Developer, No. 262
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Mr. Caldwell has over 35 years of experience in the industry. During his tenure he was involved with over 400 transportation, storm drain, and sanitary sewer projects as project manager, designer, engineer in responsible charge, and for many projects construction manager. Many projects were federally and state funded requiring coordination with the Federal Highway Administration, Caltrans, and Riverside County Transportation Commission.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a.	(1) SR-91 Corridor Improvement Project (CIP) Caltrans EA 0F540	2009-Current	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Assistant Project Manager. The State Route 91 Corridor Improvement Project (91 CIP) is a design-built project sponsored by RCTC. The project will add two toll express lanes, one general purpose lane and auxiliary lanes in each direction, from SR-241 to Pierce Street, east of I-15. The project will also include toll express lane only direct connectors between SR-91 and I-15 (to and from the south), and a new collector distributor road near Main Street. \$1.3 billion design-build project.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) City of Riverside – Integrated Master Plan for Wastewater Facilities	2006-2009	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Principal Engineer. Project management of a master plan for collection and treatment systems. Supervised the consultant that evaluated existing wastewater facilities as to serviceability, capacity, and meeting future regulatory requirements making recommendations for improvements. The master plan included a financial plan that recommended a new rate and fee schedules.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) City of Riverside – Wood Road Pump Station Upgrade	2007-2008	2008
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Principal Engineer. Supervised a consultant design and provided construction contract management of a \$1.2 million upgrade for a major sewage pump station. The work included replacement of all four of the existing pumps and their controls. Two new diesel powered emergency pumps were installed as part of the work.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) City of Riverside – Bryant Park Sewage Pump Station	2005	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Principal Engineer. Engineer in responsible charge for the replacement of a sewage pump station to upgrade the facility to current standards. Relocated the facility to be away from residents and brought controls above ground providing improved safety to maintenance personnel	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) City of Riverside – La Sierra Area Force Main Sewer - La Sierra to Megginson	2001-2006	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Principal Engineer. Engineer in responsible for the planning and design of approximately 8,800 linear feet of 30-inch diameter sewer force main.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Ruperto "Jun" Dilig	13. ROLE IN THIS CONTRACT Program/Project Management Support	14. YEARS EXPERIENCE	
		a. TOTAL 20	b. WITH CURRENT FIRM 2

15. FIRM NAME AND LOCATION *(City and State)*
Southstar Engineering and Consulting, Inc. | Riverside, California

16. EDUCATION <i>(Degree and Specialization)</i> Bachelor of Science, Civil Engineering Master of Business Administration (60 Units) Core Competencies: Project Management, Document Control, and Project Administration	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Registered Civil Engineer #57648, Philippines
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Mr. Dilig has over 20 years of experience in project management, document control, and administration of transportation projects, high-rise construction, township projects, and airport developments. Mr. Dilig is also a Document Control Specialist.

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
SR-91 Corridor Improvement Project (CIP) Caltrans EA 0F540	2013	N/A
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Assistant Project Manager/Document Control Specialist. He developed Caltrans project management document control system, which includes tracking and monitoring of action items, review comments, issues, and resolutions for Submittals, R/W Acquisition Summary Reports, Change Orders, Meetings, and other project related items. As part of his responsibilities, he also developed complex expenditure reports by creating resource loaded schedule reports to assist Caltrans management in monitoring and forecasting Caltrans project budgets for the 91 CIP, the 91 HOV, the I-15 Toll Lanes and the 91/71 East to North Connector projects. \$1.3 billion design-build project.	<input checked="" type="checkbox"/> Check if project performed with current firm	
SR-91/SR-71 Interchange Project Caltrans EA 0F541	2013	N/A
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Assistant Project Manager/Document Control Specialist. Developed tracking reports by creating resource loaded schedule reports to assist Caltrans management in monitoring actual expenditures and forecasting expenses based on 'burn rate' and project schedule. Currently in the design PS&E phase. \$120 million.	<input checked="" type="checkbox"/> Check if project performed with current firm	
I-15 Corridor Improvement Project (CIP) Caltrans 0J080	2007-2010	N/A
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Assistant Project Manager. Assisted the Project Manager in key areas of project management particularly in developing reports and correspondences and document management. Attended Project Development Team meetings, prepared minutes and action items. Followed up with various functional units to ensure critical deliverables are delivered within schedules. The project, which is sponsored by RCTC, has an estimated cost of \$1.7 billion.	<input checked="" type="checkbox"/> Check if project performed with current firm	
I-15 Rehabilitation Project Caltrans EA 44830	2007-2010	2013
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Assistant Project Manager. Assisted the Project Manager in coordinating with functional units to ensure critical deliverables are delivered within schedules. Attended Project Development Team meetings, prepared minutes and action items. The project was programmed with \$31 million in SHOPP funds.	<input checked="" type="checkbox"/> Check if project performed with current firm	
I-15/Cal Oaks Interchange Caltrans EA 0A490	2007-2010	2013
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Assistant Project Manager. Assisted the Project Manager in tracking and monitoring of deliverables. Attended Project Development Team meetings, prepared minutes, and action items. Followed up and coordinated with various functional units to ensure critical deliverables are delivered on time. Construction began in February 2011 and is expected to be completed by Summer 2012. Project cost nearly \$30 million.	<input checked="" type="checkbox"/> Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Linda G. Supernaw	13. ROLE IN THIS CONTRACT Program/Project Management Support	14. YEARS EXPERIENCE	
		a. TOTAL 39	b. WITH CURRENT FIRM <1

15. FIRM NAME AND LOCATION (City and State) BETKON, INC. Riverside, CA
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16. EDUCATION (Degree and Specialization) High School Diploma, San Gorgonio High School, 1974	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Awards: <ul style="list-style-type: none"> • Sustained Superior Accomplishment Award (Silver), 1998 Sustained Superior Accomplishment Award (Gold), 2003

19. RELEVANT PROJECTS

#	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	08A2096 – On-Call Project Management Services, Caltrans District 8, San Bernardino, CA	2012-2014	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Linda worked in Caltrans District 8 PPM as programming special supporting staff helped District 8 prepare/review project financial plans as well as project programming information. She performed daily integrity check for programming/funding in both PRSM and WPS. Her professional work is well recognized and received high respect from District 8 PPM division.		
b.	08A1664 – On-Call Project Management Services, Caltrans District 8, San Bernardino, CA	2010-2012	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm As the Assistant Project Manager, Linda performed the project data integrity check in WPS including project seniors check, cost estimate, Right of Way data sheet, Data Retrieval System uploading status, programming/funding, and risk managements. She also help the project manager to prepare funding plans.		
c.	Transportation Engineer, Range C, Caltrans District 8 San Bernardino, CA	1986-2011	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Worked a large variety of duties while in the Program Management Division including the coordination of the SHOPP, STIP, TCRP and CMIA Programming Documents which involved working with Caltrans HQ's staff including reviewers, District 8 Functional Units (Design, Right of Way, Maintenance, Traffic Operations and Project Managers) and the RTPA's (RCTC and SANBAG staff) to coordinate programming of the highest priority projects during the Programming Cycles. Linda was heavily involved in monitoring the District's Minor Program for many years. She was also in charge of writing the Funds Requests, SHOPP & STIP Amendments and Program Change Requests (PCR's) for many years and once other staff was assigned Linda was still a reviewer for consistency. She was heavily involved in the FileMaker Pro database essentially from its conception and helped to maintain the data consistency until her retirement. Linda has vast knowledge of PMCS database, which was kept up to date even though FileMaker Pro (WPS) was more widely used. She was also heavily involved in the project Expenditure Authorization (EA) phase opening process in order to alleviate mistakes in coding procedures in the Accounting Database (TRAMS and later E-FIS) and worked closely with District 8 Budgets Office in this process. Linda was often called upon to explain and/or recall details of older projects because she had been in the division for so many years.		
d.	JET, TET, Range C, Caltrans District 8 San Bernardino, CA	1979-1986	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Linda worked a variety of assignments including Right of Way (3 years), Design (1 year), Surveys (1 year), Utility (2 years). Most of her assignment has been replaced with the computerization of mapping. Drew cross sections and prepared Right of Way maps. Worked on a Survey Crew and did construction staking etc for the Van Buren Blvd Interchange project. Also worked with the Utility Companies in getting Right of Way cleared for construction projects.		
e.	Stenographer	1974-1979	CONSTRUCTION (if applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Linda worked in the Right of Way Steno Pool and the Traffic Steno Pool taking dictation and typing memos, letters and forms.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rein Lemberg, PhD	13. ROLE IN THIS CONTRACT Program / Project Management Support - Risk Manager	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 8

15. FIRM NAME AND LOCATION (City and State) CALTROP Corporation Rancho Cucamonga, CA	
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16. EDUCATION (Degree and Specialization) PhD, Engineering Science, University of Western Ontario MS, Aerospace Engineering, Illinois Institute of Technology BS, Mechanical Engineering, TriState University	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) CA, Civil Engineer, No. C58192
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Mr. Lemberg has more than 30 years progressive experience as a project risk consultant, a proven record of successfully advising executives on how to deal with risks and uncertainties in their strategies, operations and contracting. He has consulted on capital projects valued at \$14 billion in construction, transportation, energy, natural resources, utility, venture capital and telecom. He has assessed risk and prepared risk management plans for major projects, analyzed technical, cost, schedule and contractual risks.

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	
	SR-58 Hinkley Widening and Realignment, Caltrans District 8, San Bernardino County, CA (08A2095 / EA 04351)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Risk Manager. Mr. Lemberg is providing risk management services to the SR-58 project. Responsibilities include planning the development phase and producing a schedule that meets the desired RTL date, participating in risk management team meetings, and performing cost and schedule risk analysis.		
	SR-58 Kramer Junction, Caltrans District 8, San Bernardino County, CA (08A2095 / EA 34770)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Risk Manager. Mr. Lemberg is providing risk management services to the SR-58 project. Responsibilities include planning the development phase and producing a schedule that meets the desired RTL date, participating in risk management team meetings, and performing cost and schedule risk analysis.		
	SR-11 / Otay Mesa East Port of Entry Program, Program Risk Management Services, Caltrans District 11, San Diego, CA (Contract No. 11A2047)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Risk Manager. Mr. Lemberg is providing risk management services to the program. Responsibilities include setting up processes, participating in risk management team meetings, setting up the risk management information system, performing cost and schedule risk analysis, reporting and conducting financial risk analysis on select projects within the program.		
	Toll Bridge Seismic Retrofit Program, San Francisco - Oakland Bay Bridge (SFOBB) Risk Management Services, Caltrans District 4, San Francisco & Oakland, CA (Contract No. 04A4265, 04A1552, 04A2872, and 04A3324)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Risk Manager. Mr. Lemberg is responsible for providing comprehensive project risk management services and expertise to Caltrans for the San Francisco-Oakland Bay Bridge project. Developed a customized program risk management plan referencing the Caltrans Project Risk Management Handbook and the Project Management Body of Knowledge. Developed a secure web-based risk management information system to store and track risk information, response actions and fulfill reporting requirements. Responsibilities include cost risk analysis, schedule risk analysis, risk response planning, risk tracking and producing the Quarterly Risk Management Report for Caltrans and funding agencies. Guided Caltrans toward building a risk management program that is credible within its organization, with agencies (BATA and CTC) and state auditors.		
	Doyle Drive (Presidio Parkway) Project, Project Risk Management Services, Caltrans District 4, San Francisco, CA	2012	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Risk Management Consultant. Mr. Lemberg provided risk management services to the Doyle Drive project. Responsibilities included setting up processes, participating in risk management team meetings, and performing cost and schedule risk analysis.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Maria Rodriguez-Molina	13. ROLE IN THIS CONTRACT Program / Project Management Support - Risk Management Analyst	14. YEARS EXPERIENCE	
		a. TOTAL 8	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION (City and State) CALTROP Corporation Rancho Cucamonga, CA	
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16. EDUCATION (Degree and Specialization) MS, Engineering Management, Santa Clara University, Santa Clara BS, Industrial Engineering and Operations Research, University of California, Berkeley AS, Mathematics, Physics & Engineering, Foothill College	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
 Ms. Rodriguez-Molina's recent experience includes work as a Risk Management Analyst for the Toll Bridge Seismic Retrofit Program, San Francisco - Oakland Bay Bridge (SFOBB) Risk Management Services, Caltrans District 4. She was responsible for creating and running simulation models using @Risk, performing schedule risk analysis with Pertmaster, creating reports from the Risk Management Information System using Crystal Reports, and generally supporting the risk management services provided to Caltrans. Prior to working for CALTROP, she attended UC Berkeley, obtaining a Bachelor of Sciences degree in Industrial Engineering and Operations Research. Through the course of her education, she participated in several academic projects, which required her to identify cost savings through production analysis, design databases and designs an evacuation system. She has work experience in marketing research, variance analysis and quality control analysis. She has experience with computer programming languages including Primavera, Matlab, Java, AutoCAD, SQL, SolidWorks and Sigma. She is proficient in MS Office. She is also fluent in English, Spanish and Italian.

19. RELEVANT PROJECTS

#	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	SR-58 Hinkley Widening and Realignment, Caltrans District 8, San Bernardino County, CA (08A2095 / EA 04351)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assistant Project Manager. Ms. Rodriguez-Molina is providing project management and project management support services for project, design and construction management for the realignment and widening of SR-58 from two to four lanes and upgrading the highway to an expressway near the community of Hinkley in the County of San Bernardino, from west of Hidden River Road, to east of Lenwood Road.		
b.	SR-58 Kramer Junction, Caltrans District 8, San Bernardino County, CA (08A2095 / EA 34770)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assistant Project Manager. Ms. Rodriguez-Molina is providing project management and project management support services for project, design and construction management for the widening of SR-58 to accommodate four lanes of expressway on SR-58, in the County of San Bernardino, near the Kern County line to 7.5 miles east of U.S. Highway 395.		
c.	Project Management, Development and Incidental Project Management Support Services (11A2047), Caltrans District 11, San Diego, CA	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Assistant Project Manager. Ms. Rodriguez-Molina provides program management assistance to Environmental Division Deputy District Director and Senior Staff. Interfaces with the project team and task managers to define scope of work in the development and update of detailed schedules and identification of variances from the original plan. Assists in the creation / modification of Work Breakdown Structures (WBS) and budget data (including resource loading) for those WBS elements. Analyzes project schedule progress and performance and identifies developing problem areas. Analyzes critical path and restraints to determine the effect of changes to the schedule and recommended work-around.		
d.	Toll Bridge Seismic Retrofit Program, San Francisco - Oakland Bay Bridge (SFOBB) Risk Management Services, Caltrans District 4, San Francisco and Oakland, CA (Contract No. 04A3324 and 04A4265)	Ongoing	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Risk Management Analyst. Ms. Rodriguez-Molina is responsible for assisting in risk management consulting to Caltrans for the San Francisco-Oakland Bay Bridge project. Creating and running simulation models using @Risk, performing schedule risk analysis with Pertmaster, creating reports from the Risk Management Information System using Crystal Reports, and generally supporting the risk management services provided to Caltrans.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Regina Talamantez, PE	13. ROLE IN THIS CONTRACT Program/Project Management Support	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 2.5

15. FIRM NAME AND LOCATION <i>(City and State)</i> RT Engineering & Associates, Inc. (RTEA) Highland, CA
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16. EDUCATION <i>(Degree and Specialization)</i> BSCE, Cal Polytechnic State University San Luis Obispo	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> California Professional Civil Engineer # 59264 CDRS: Approved Mediator, Arbitrator, DRB & Expert Witness Primavera Scheduling P6 PMP Pending
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Regina has over 22 years of exclusive highway and bridge program management, project management, construction management & professional engineering services on large-scale transportation projects. Her broad based experience includes in heavy construction applications with demonstrated expertise in construction and design, inspections, construction start-ups, contract administration, change orders, scheduling, claims preparations and negotiations. Regina was employed for the first seven years of her career with Caltrans Office of Structure Design & Construction. Regina spent 12 years working for Alameda Corridor - East (ACE) Construction Authority, both as a consultant and a direct employee. As senior project manager, she was responsible for program management support and project management for the San Gabriel Trench grade separation and the Temple train diversion projects. She served as Vice President for AECOM as Project Director of CM/CEI Practice of the West N.A. She most recently worked as Engineering Services Manager on sbX for Omnitrans and currently under RTEA provides program management support to the City of Highland Department of Public Works.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a.	City of Highland Program Management & Construction Management for Capital Improvement Program - Highland, CA	2012-Present	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Program Manager. The City of Highland is a residential community located at the base of the San Bernardino Mountains. The City of Highland Capital Improvement Program has bridge replacements, bridge retrofits, street widenings, overlays, roadway realignments, sidewalk repairs, signal modifications, beautification projects, median installation, storm drain installation and ADA ramp modifications.		
b.	Omnitrans - sbX Bus Rapid Transit E Street Corridor & Vehicle Maintenance Facility Project (\$192M), San Bernardino, CA	2012	2013
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm IPMO-Engineering Services Manager. Description of Project and relevance to this contract The sbX E Street Corridor Bus Rapid Transit (BRT) & the Vehicle Maintenance Facility projects. As Engineering Services Manager, Regina Talamantez, managed the engineering design & program management consultants, generated cost and schedule proposals, negotiations, and developed the consultants work plan for the Program. Managed Right-of-Way responsibilities, utility coordination, environmental compliance, risk management.		
c.	Alameda Corridor – East (ACE) Construction Authority Grade Separation Program* - Phase 1 (\$1,132M)	2008-2010	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Senior Project Manager. Regina program manager with support services for the overall grade separation program. Responsible for disciplines such as procurement and managed all stakeholders and third party involvement. Organized, managed, supervised, controlled and coordinated the administrative aspects of the program, including contract and subcontract administration, project controls, analyzing claims, budget projections, contract amendments.		
d.	San Gabriel Trench Grade Separation Project (\$498.5M) & Temple Ave Train Diversion Project (\$100M), San Gabriel Valley, CA	2008-2010	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Senior Project Manager. SGT. This project consists of lowering the railroad tracks for approx. a 2.2-mile stretch through the City of San Gabriel into a trench structure, which results in constructing four grade and two new UPRR Bridges over water. Regina managed the project from conceptual stage thru 85% PS&E development, including, environmental-CEQA/NEPA/SHPO-Section 106 process, right-of-way and preliminary engineering and final design of this project. Installation of 2 new ML tracks 6 bridges. Construction Phase. Heavy coordination with stakeholders, UPRR & third party utilities.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Hadi Melhem	13. ROLE IN THIS CONTRACT Program/Project Management Support	14. YEARS EXPERIENCE	
		a. TOTAL 8	b. WITH CURRENT FIRM < 1

15. FIRM NAME AND LOCATION (City and State) RT Engineering & Associates, Inc. (RTEA) Highland, CA

16. EDUCATION (Degree and Specialization) BS Civil Engineering, University of Balamand, Lebanon (2005) MS Mechanical Engineer, Cal State University of LA <ul style="list-style-type: none"> • (In Progress) 	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) <ul style="list-style-type: none"> • Primavera Expedition P6 Scheduling • Windows, PowerPoint • MS Office - excel, word, etc. • Inercalc, Expedition(primavera) • StaadPro, Prolog, C++, Petropcs, Solidworks System Audit
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Hadi is a highly talented professional and dedicated Civil Engineer. He has over 8 years experience in both infrastructure, public works & developer construction. His experience is diverse and ranges from planning, design, cost estimating, scheduling, and construction management of electrical, utility, pipeline, substation, public works projects and building maintenance projects.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
a.	ACE Construction Authority Fullerton Road Grade Separation Project - Industry, CA	Current	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm PS&E Design Support - Scheduling & Utility Coordination. The project consists of lowering the road creating a UPRR bridge, Undercrossing Bridge and a Pedestrian Bridge, grading, paving, pump station, storm drain & sewer conveyance systems, third party utility relocations. Hadi is assisting the RTEA team with proposed construction schedule with constraints, milestones and overall construction duration. Responsibilities & Duties include: Coordination/Communication with third party utility companies; constructability review of design plans; scheduling input and generation; specification reviews; establishing a third party utility matrix.		
b.	Fontana Center Stage, Silverlake Maintenance Station, Anaheim Energy Field, San Juan Hills Capistrano, Santiago Canyon College Construction Services for Mepco Services, Inc. Downey, CA	2007-2010	2007-2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Project Engineer & Cost Estimator. Designed and prepared engineering designs, plans, drawings, specifications, and cost estimates. Performed calculations and prepared estimates of time and material costs with aid of Excel. Assisted in the review and evaluation of project proposals and engineering specifications submitted by private engineering firms. Preparing bid packages, and going to bid walks to get project information and regulations of public works. Coordinated public works engineering activities with private engineering firms, developers, vendors, and the public. Provided information and respond to complaints and concerns from the public. Prepared engineering studies and reports. Establishment and responsibility for project communications with client, sub-contractors. Developing and review project planning and programming with aid of Prolog, Expedition (primavera) . Preparation of weekly and monthly reports to senior management. Preparation of RFI, submittals, change orders, back charges, closeout documents and coordinating with sub-contractors, from conception to completion. Ensure compliance with client quality objectives.		
c.	Structural Engineer, Helou Structural Design Tarzana, CA	2005-2007	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Project Engineer. Develop designs to satisfy technical specifications. Prepared preliminary design studies. Check design calculations of designers and other engineers within the team. Ensure quality of design documentation throughout the design process. Deliver risk assessments, technical files and other technical documentation required by safety legislation and procedures. Allocate work to other members of team in order to ensure delivery of design to quality, time and budget. Prepare contract documents and review and evaluate tenders for construction projects. Work on several projects that consist on remodeling houses in the Los Angeles area.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Laurie Ennd	13. ROLE IN THIS CONTRACT Program/Project Management Support	14. YEARS EXPERIENCE	
		a. TOTAL 10	b. WITH CURRENT FIRM < 1

15. FIRM NAME AND LOCATION (City and State) RT Engineering & Associates, Inc. (RTEA) Highland, CA

16. EDUCATION (Degree and Specialization) Citrus Junior College (In Progress) <ul style="list-style-type: none"> • Public Works Class Completed • Plan Reading Class Completed • Cost Estimating Class Completed 	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) <ul style="list-style-type: none"> • Primavera Expedition • Master Builder • Altec Doc-Link • MS Office Suite
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Laurie has over 10 years working in the construction industry as office administration and project document controls. She has served as an office administrator/document control on major rail and highway bridge grade separation projects for Alameda Corridor East Construction Authority in addition to the Los Angeles Unified School District and the El Monte Unified School District. Her depth of experience provides strength of conformity with document and document controls policy and procedures in both the construction management and program management environments.

19. RELEVANT PROJECTS		
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED
		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
	MJK Construction, Inc. Pomona, CA	2009-2010 2009-2010
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Description of Project and relevance to this contract: This experience was working within the construction industry for a contractor directly and providing project assistance with preparation of bid packages, obtaining bonds from bond agency, track estimator deadlines, assist estimators with computer related issues to improve bid flow. Handle all correspondence and special projects directed by the President of MJK construction. Role: Laurie maintained insurance certificates for all projects, vendors and subcontractors, setup and maintain job books, conduct job close out packets, including Notice of Completions. She coordinated, scheduled, and maintained manufacturer certification for all employees, compiled submittal packages, handled all AQMD notifications, coordinated contracts for the Chief Executive Officer and issued subcontracts.	
	ACE Construction Authority Brea Canyon Road Grade Separation Cities of Industry & Diamond Bar, LA County	2006-2009 2006-2009
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Description of Project and relevance to this contract: The major components of this work encompassed, a railroad (UPRR) bridge, retaining walls, pedestrian ramp structures, roadway improvements on Brea Canyon Road, Washington Street and Currier Road, a Metrolink access road, Industry Metrolink Station platform reconstruction and pedestrian ramps under live active mainlines and shoofly tracks. Role: provided document control and processed all incoming and outgoing documents using Primavera Expedition Software. Scanned, tracked and distributed all correspondence, submittals, RFI's, RFC's, Change Orders. Responsible for maintenance of all files, including daily reports, project photos, safety information. Support the RE with Weekly construction meeting minutes, and work closely with safety officer in regards to compliance on jobsite with monthly safety meetings, JHA's, and Readiness Review Meetings. <i>Construction Costs \$47M</i>	
	ACE Construction Authority Nogales Street Grade Separation Project Cities of Industry & West Covina, LA County	2003-2006 2003-2006
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Description of Project and relevance to this contract: The major component of the work include: two bridges - a railroad underpass at Nogales Street grade crossing & a bridge overcrossing for Valley Blvd.; grading and drainage construction; installation of sub-ballast for a single shoofly track; installation of steel pipe casings for utilities that cross the UPRR track; retaining walls and pedestrian stairwell; depressing of Nogales Street; a Loop Connector road; utility relocations; a pump station; detour roads; landscaping and irrigation; drainage and sewer; signalization and lighting for new intersections. Role: provided document control and processed all incoming and outgoing documents using Primavera Expedition Software. Scanned, tracked and distributed all correspondence, submittals, RFI's, RFC's, Change Orders. Responsible for maintenance of all files, including daily reports, project photos, safety information. Support the RE with Weekly construction meeting minutes, and work closely with safety officer in regards to compliance on jobsite with monthly safety meetings, JHA's, and Readiness Review Meetings. <i>Construction Costs \$27M</i>	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Kevin Josker, PE	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM 2.5

15. FIRM NAME AND LOCATION <i>(City and State)</i> Integris Management Group, Inc., Ontario, CA

16. EDUCATION <i>(Degree and Specialization)</i> MBA, International Business, University of Redlands BS, Civil Engineering, University of Arizona	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Civil Engineer, CA No. 49240
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
30-year career focused on design and construction management of highway, roadway, bridge, and rail projects in California and Arizona. Adept at managing infrastructure projects and supervising staff, as well as, developing and implementing quality control/quality assurance programs; well versed in Caltrans standards, extensive experience providing constructability reviews, and recognized for cost- and time-saving recommendations. Performs administrative, planning, and management activities crucial to the successful completion of construction projects delivered in traditional and alternative delivery methods. Checks all work against standards, contract documents, and established guidelines. Teaches project management as an adjunct professor

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>
a.	I-15/I-215 Devore Junction Goods Movement Design-Build Improvement Project, Caltrans District 8, San Bernardino, CA		2013-2015
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Lead Civil QA Inspector. Mr. Josker inspects construction, coordinates and corroborates with Atkinson staff, field personnel, subcontractors, and Caltrans Inspectors. He coordinates geotechnical testing and ensures compaction results meet specified standards. He provides daily inspection reports with corroborating photographic documentation of progress and problem areas. He inspects and receives materials and supplies, verifies acceptability and meet specifications and approved standards. He attends QA meetings; partners, communicates, and coordinates with the owner/agency. He monitors and reports field changes, initiates RFIs, and ensures as-built information is submitted. Project cost: \$324 Million		
b.	Airway Avenue Railroad Underpass Improvement District, Kingman, AZ		2005-2006
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <i>Construction Manager.</i> Project included a railroad bridge and shoofly, roadway underpass, drainage channels (lined and unlined), storm drains, major utility relocates, pump station, asphalt and concrete paving, curb and gutter, landscaping, and intersection improvements. Redesigned and simplified areas of conflict onsite to mitigate project delays, realizing \$18,000 savings. Project Cost: \$5.2 million.		
c.	General Services Administration Mariposa Land Port of Entry, AZ	2008-2010	2009-2010
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <i>Project Manager.</i> Led the Design Phase (constructability reviews, cost estimating, specification review) and Construction Phase One (Quality Control/Quality Assurance, inspections, monitoring of construction process, schedule review, safety review, cost review, submittals and RFIs, pay applications, and as-built drawing review, daily, weekly and monthly reports). Provided coordination with The Arizona DOT, DHS, CBP, Border Patrol and FMCSA who are important stakeholders with operations on an adjacent property. Design included elements to earn credits for LEED Silver certification from the U.S. Green Building Council.		
d.	California State Route 74 Interchange and Widening; Riverside County, CA, Project Engineer	1991-1992	
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Responsibilities included preparation of alignment and profile studies, preparation of Project Study Reports (PSR) and Project Reports (PR) for 3 segments of State Route 74. Conducted public hearings, drainage studies, utility relocation studies, and advanced planning studies for bridges for preliminary engineering. The first project consisted of widening 8.5 miles of existing 2-lane rural highway to 5-lanes. The second project consisted of identifying viable alternatives and selection and design of an interchange at the intersection of State Route 74 and I-215. The third project consisted of alternative analysis		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Mahesh Kapoor, PE	13. ROLE IN THIS CONTRACT Program/Project Management Support	14. YEARS EXPERIENCE	
		a. TOTAL 30	b. WITH CURRENT FIRM >1

15. FIRM NAME AND LOCATION (City and State) Integrus Management Group, Inc., Ontario, CA
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16. EDUCATION (Degree and Specialization) M.S., Civil Engineering, San Diego State University, 1991 B.S., Civil Engineering, Baroda, India, 1968	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Civil Engineer, CA
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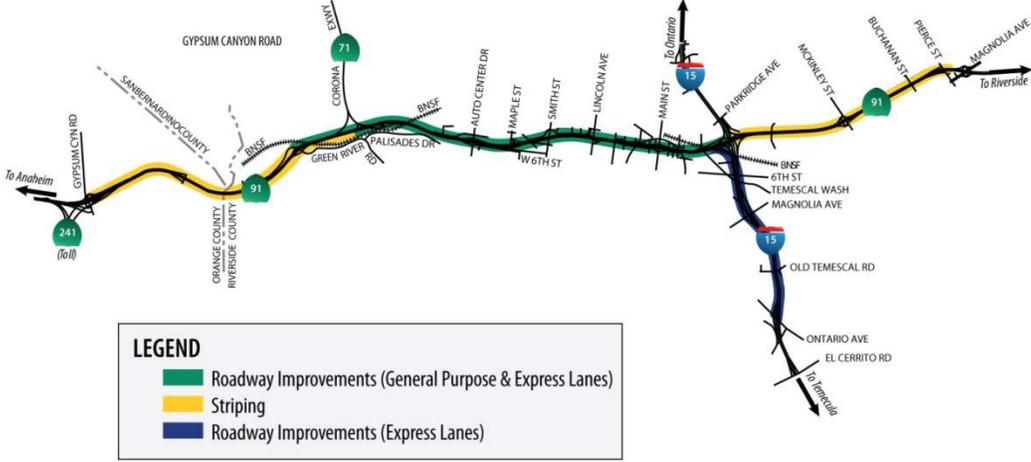
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)
Mr. Kapoor has a strong background in the design and construction management of highway and railroad bridge structures in California. He has served as a Resident Engineer, Assistant RE, and Structures Manager large and small projects and is well versed in a variety of other structure types including MSE walls, storm drains, and commuter rail station platforms and leads. His structural design experience spans Post-Tensioned and Pre-Tensioned Structures, Buildings, Retaining Walls, Sheet Piles, Piled Foundations, Utility Protection Structures, False work and Shoring, Station Platforms, and Storm Drains. He is an expert at Quality Assurance inspections.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
	I-10/Riverside Avenue Bridge, Rialto, CA		2010-2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <i>Construction Manager.</i> Construction observation, submittal checking, change redesigns, solutions to structural and civil issues during construction of this \$37 million project. Inspected/checked MSE walls, retaining walls, sheet piling, pavements, bridge deck, approach slabs, and barrier rails.		
	Various On-Call Assignments, Caltrans District 7, Los Angeles, CA		2006-2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <i>Resident Engineer / Asst. Resident Engineer.</i> Construction inspections, structural inspections of freeway pavement, approach slabs, striping, asphalt paving of ramps, driven piles, river bank protection, drainage structures and a large storm water collection basin. Work involved cost estimates, reports and contract change orders.		
	Alameda Consolidated Rail Corridor, Los Angeles, CA		1999-2001
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <i>Project Engineer.</i> Worked on structural design, inspections and construction of structures for the mid corridor, Alameda underpass, Henry Ford Grade Separation, Long Beach Lead bridge and structures between PCH and Sepulveda.		
	BNSF/Caltrans Grade Separation Projects		2001-2003
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <i>Structural Engineer.</i> Structural design of retaining walls, shoring walls and tie backs, utility protection structures for grade separation projects at Pioneer Blvd., Valley View, Norwalk- Los Nietos, Rosecrans for City of Santa Fe Springs, BNSF, and Caltrans.		
	Metrolink Station Extension.		1996-2000
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm <i>Structural Designer.</i> Prepared structural design contract documents for various platform extensions to accommodate longer train consists for the Metrolink lines in several counties.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) SR-91 Corridor Improvement Project (CIP) Caltrans EA 0F540 08A2092		22. YEAR COMPLETED PROFESSIONAL SERVICES 2008-2012 CONSTRUCTION (if applicable)
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Caltrans/RCTC	b. POINT OF CONTACT NAME Syed Raza	c. POINT OF CONTACT TELEPHONE NUMBER 909-383-5979
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

The State Route 91 Corridor Improvement Project (91 CIP) is a \$1.3 billion design-build project sponsored by RCTC. As depicted in the graphic below, the project will add two toll express lanes, one general purpose lane and auxiliary lanes in each direction, from SR-241 to Pierce Street, east of I-15. The project will also include toll express lane only direct connectors between SR-91 and I-15 (to and from the south), and a new collector distributor road near Main Street.

Other project improvements include reconstruction and geometric improvements to five local interchanges within the City of Corona (Main Street, Grand Avenue, Lincoln Avenue, Maple Street, and Serfas/Auto Center Drive), installation of an electronic toll collection system and reconstruction of impacted city streets, soundwall construction, and aesthetics improvements.



The 91 CIP is a highly complex project because of its size, nature, design-build procurement, and funding plan. The Southstar Project Manager, under the direction of the Caltrans Corridor Director, and in close cooperation with RCTC has been successfully leading the Caltrans oversight team since 2008. The following are some of the accomplishments attained by the Southstar Caltrans Project Manager:

- Led the Caltrans oversight team to complete the Draft Environmental Document and draft Project Report process.
- Assisted the team in obtaining early R/W acquisition authorization from Caltrans HQ and FHWA.
- Developed the Caltrans workplan totaling approximately \$60 million, and which included assisting the Corridor Director in developing the Caltrans oversight organizational chart and personnel roles and duties.
- Under the direction of the Corridor Director, led the Caltrans team in negotiating and finalizing the Caltrans/RCTC Design-Build co-operative agreement.
- Developed a Caltrans oversight RFP review organization and process to maximize efficiency of review time and Caltrans personnel time. Also participated in the development of the RFP.
- Currently working closely with the Caltrans Corridor Director and RCTC in the development of the draft Project Management Plan, completion of the Final Environmental Document and Project Report, development of a project specific R/W RON process, and working with Districts 8 and 12 functional units to finalize and obtain approvals on the GADs and Design Exception fact sheets.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a. Southstar Engineering & Consulting, Inc.	Riverside, California	Project Management

Caltrans Verification Memo

To: Caltrans District 8

From: Southstar Engineering & Consulting, Inc.
Daniel Ciacchella, PE
Executive Vice President

Subject: Verification for Example Project Key Number 1
SR-91 Corridor Improvement Project (CIP), Caltrans EA 0F540

The State Route 91 Corridor Improvement Project (91 CIP) is a \$1.3 billion design-built project sponsored by RCTC. As depicted in the graphic below, the project will add two toll express lanes, one general purpose lane and auxiliary lanes in each direction, from SR-241 to Pierce Street, east of I-15. The project will also include toll express lane only direct connectors between SR-91 and I-15 (to and from the south), and a new collector distributor road near Main Street. Other project improvements include reconstruction and geometric improvements to five local interchanges within the City of Corona (Main Street, Grand Avenue, Lincoln Avenue, Maple Street, and Serfas/Auto Center Drive), installation of an electronic toll collection system and reconstruction of impacted city streets, soundwall construction, and aesthetics improvements.

This is an on-going project that Southstar has been managing for Caltrans District 8 for over 6 years.

I, Masud Zahedi of Caltrans have reviewed SF330 Section F of the above referenced project and can verify that Southstar Engineering & Consulting performed project management services on this project.

	MASUD ZAHEDI	(909) 383-5952	2/25/14
Signature of Owner Representative	Print Name	Phone	Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION <i>(City and State)</i> SR-91/SR-71 Interchange Project Caltrans EA 0F541 08A2092		22. YEAR COMPLETED PROFESSIONAL SERVICES 2008-2012 CONSTRUCTION <i>(if applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER State Of California Department of Transportation	b. POINT OF CONTACT NAME Jamal Elsaleh	c. POINT OF CONTACT TELEPHONE NUMBER 909-383-6710
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

The 71/91 Interchange project is a \$120 million project sponsored by RCTC. This project will:

- Construct a two lane direct flyover connector from the eastbound SR-91 to the northbound SR-71.
- Improve connection between the eastbound Green River Road on ramp and the 71/91 interchange.
- Construct an eastbound road south and parallel to SR-91 between Green River Road and the 71/91 Interchange.



Work on the preliminary engineering and environmental document began in spring 2008. The Southstar Project Manager led the Caltrans oversight team in assisting RCTC in the successful delivery of the PA&ED phase, and currently in the PS&E phase.

Because of its location, the project encountered several challenges that were successfully resolved with the Southstar Project Manager's assistance. Some of the challenges included:

- Negotiations with the regulatory agencies to address protected animal and plant species, as well as habitat.
- Negotiations with the Army Corps of Engineers to address impacts to access to the Prado Dam.
- Negotiations with Caltrans Local Assistance and FHWA to accept Federal Demo funds that were earmarked to the area, but not specifically to the project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a. Southstar Engineering & Consulting, Inc.	Riverside, California	Project Management

**ARCHITECTURAL & ENGINEERING CONSULTANT REFERENCE CHECK
Pilot Procurement**

Contract #: 08A2345 Name of Consultant: Southstar Engineering & Consulting, Inc.

Name of Project Owner (Agency): Caltrans

Name of Consultant Contract Manager or other representative: Jamal Elsaleh

Title and Location (same as on Section F, Box 21, of Form SF330): SR-91/SR-71 Interchange Project, Caltrans EA OF541

		Ranking
How did the Consultant Contract Manager perform his/her job, if applicable? If Poor please explain:	Excellent -took initiative, consistently anticipated & solved issues, effective team work (E) Satisfactory -occasional unanticipated issues, few team mistakes (S) Poor -issues remained unresolved, frequent team mistakes (P) Not Applicable – N/A	S
How was the product and/or milestones delivered? If Poor please explain:	Excellent -always on time (E) Satisfactory –almost always on time (S) Poor -consistently late (P)	E
Describe Firm's ability to stay within budget? If Poor please explain:	Excellent -always within budget (E) Satisfactory –almost always within budget (S) Poor -consistently over budget (P)	E
What was the quality of the deliverables? If Poor please explain:	Excellent -minimal corrections, review comments resolved during 1 st review (E) Satisfactory -review comments and corrections resolved within 2 to 3 submissions (S) Poor -repeatedly submitted deliverables without adequately addressing the issues (P)	E
What was the quality of the contract administration? If Poor please explain:	Excellent -invoices and progress reports, with rare exception, on time and complete; rarely disputed invoices (E) Satisfactory -invoices occasionally late or disputed; Progress Reports occasionally incomplete or late (S) Poor -invoices consistently late, often inappropriately billed, progress reports often incomplete & late (P)	S
Describe Firm's willingness to cooperate and take directions from the owner. If Poor please explain:	Excellent -always answered calls & correspondence promptly, flexible, open to suggestions (E) Satisfactory -answered calls & correspondence prompt most of the time, reasonably flexible & open when persuaded (S) Poor -frequently did not answer correspondence or return calls (P)	E

Additional comments:


MASUD ZAHEDI
(909) 383-5952
MASUD.ZAHEDI@DOT.CA.GOV

Signature of Owner Representative Print Name Phone email address Date

2/26/14

Caltrans Verification Memo

To: Caltrans District 8

From: Southstar Engineering & Consulting, Inc.
Daniel Ciacchella, PE
Executive Vice President

Subject: Verification for Example Project Key Number 2
SR-91/SR-71 Interchange Project, Caltrans EA 0F541

The 71/91 Interchange project is a \$120 million project sponsored by RCTC. This project will:

- Construct a two lane direct flyover connector from the eastbound SR-91 to the northbound SR-71.
- Improve connection between the eastbound Green River Road on ramp and the 71/91 interchange.
- Construct an eastbound road south and parallel to SR-91 between Green River Road and the 71/91 Interchange.

Work on the preliminary engineering and environmental document began in spring 2008. The Southstar Project Manager led the Caltrans oversight team in assisting RCTC in the successful delivery of the PA&ED phase, and currently in the PS&E phase.

This is an on-going project that Southstar has been managing for Caltrans District 8 for over 6 years.

I, Masud Zahedi of Caltrans have reviewed SF330 Section F of the above referenced project and can verify that Southstar Engineering & Consulting performed project management services on this project.


Signature of Owner Representative

MASUD ZAHEDI (909)383-5952 2/25/14
Print Name Phone Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION (City and State) I-15 Corridor Improvement Project (CIP) Caltrans EA 0J080 08A2092		22. YEAR COMPLETED PROFESSIONAL SERVICES 2008-2012 CONSTRUCTION (if applicable) N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER State Of California Department of Transportation	b. POINT OF CONTACT NAME Jamal Elsaleh	c. POINT OF CONTACT TELEPHONE NUMBER 909-383-6710
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

The I-15 Corridor Improvement Project will add two Toll Express lanes and one general purpose lane in each direction from SR-74 to SR-60 and one HOV Lane from I-215 to SR-74. The project, which is sponsored by RCTC, has an estimated cost of \$1.7 billion.

The Southstar Project Manager, leading the Caltrans oversight team, has been working expeditiously with RCTC for the past 3 years to complete the PA&ED phase. The Draft Environmental Document was scheduled to be circulated in late Summer of 2012.

Project challenges include setting up the Caltrans organizational structure and document controls needed to address the large amount of paperwork that is generated on this enormous project. Other challenges include scope changes resulting from funding shortages, negotiations with regulatory and local agencies, coordination with 30 to 40 other Caltrans and local projects within the limits of this project, and coordination with FHWA.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Southstar Engineering & Consulting, Inc.	(2) FIRM LOCATION Riverside, California	(3) ROLE Project Management

**ARCHITECTURAL & ENGINEERING CONSULTANT REFERENCE CHECK
Pilot Procurement**

Contract #: 08A2345 Name of Consultant: Southstar Engineering & Consulting, Inc.

Name of Project Owner (Agency): Caltrans

Name of Consultant Contract Manager or other representative: Jamal Elsaleh

Title and Location (same as on Section F, Box 21, of Form SF330): I-15 Corridor Improvement Project (CIP), Caltrans EA OJ080

		Ranking
How did the Consultant Contract Manager perform his/her job, if applicable? If Poor please explain:	Excellent -took initiative, consistently anticipated & solved issues, effective team work (E) Satisfactory -occasional unanticipated issues, few team mistakes (S) Poor -issues remained unresolved, frequent team mistakes (P) Not Applicable – N/A	S
How was the product and/or milestones delivered? If Poor please explain:	Excellent -always on time (E) Satisfactory –almost always on time (S) Poor -consistently late (P)	E
Describe Firm's ability to stay within budget? If Poor please explain:	Excellent -always within budget (E) Satisfactory –almost always within budget (S) Poor -consistently over budget (P)	E
What was the quality of the deliverables? If Poor please explain:	Excellent -minimal corrections, review comments resolved during 1 st review (E) Satisfactory -review comments and corrections resolved within 2 to 3 submissions (S) Poor -repeatedly submitted deliverables without adequately addressing the issues (P)	E
What was the quality of the contract administration? If Poor please explain:	Excellent -invoices and progress reports, with rare exception, on time and complete; rarely disputed invoices (E) Satisfactory -invoices occasionally late or disputed; Progress Reports occasionally incomplete or late (S) Poor -invoices consistently late, often inappropriately billed, progress reports often incomplete & late (P)	S
Describe Firm's willingness to cooperate and take directions from the owner. If Poor please explain:	Excellent -always answered calls & correspondence promptly, flexible, open to suggestions (E) Satisfactory -answered calls & correspondence prompt most of the time, reasonably flexible & open when persuaded (S) Poor -frequently did not answer correspondence or return calls (P)	E

Additional comments:


 Signature of Owner Representative MASUD ZAHEDI (909)303-5952 MASUD_ZAHEDI@DOT.CA.GOV Date



Caltrans Verification Memo

To: Caltrans District 8

From: Southstar Engineering & Consulting, Inc.
Daniel Ciacchella, PE
Executive Vice President

Subject: Verification for Example Project Key Number 3
I-15 Corridor Improvement Project (CIP), Caltrans EA 0J080

The I-15 Corridor Improvement Project will add two Toll Express lanes and one general purpose lane in each direction from SR-74 to SR-60 and one HOV Lane from I-215 to SR-74. The project, which is sponsored by RCTC, has an estimated cost of \$1.7 billion.

The Southstar Project Manager, leading the Caltrans oversight team, has been working expeditiously with RCTC for the past 3 years to complete the PA&ED phase. The Draft Environmental Document was scheduled to be circulated in late Summer of 2012.

Project challenges include setting up the Caltrans organizational structure and document controls needed to address the large amount of paperwork that is generated on this enormous project. Other challenges include scope changes resulting from funding shortages, negotiations with regulatory and local agencies, coordination with 30 to 40 other Caltrans and local projects within the limits of this project, and coordination with FHWA.

This is an on-going project that Southstar has been managing for Caltrans District 8 for over 6 years.

I, Masud Zahedi of Caltrans have reviewed SF330 Section F of the above referenced project and can verify that Southstar Engineering & Consulting performed project management services on this project.

Signature of Owner Representative

MASUD ZAHEDI (909) 383-5952

Print Name

Phone

2/26/14

Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 4
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21. TITLE AND LOCATION <i>(City and State)</i> I-15/Joint Port of Entry Caltrans EA 36850 08A2092	22. YEAR COMPLETED <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES 2005 - Current</td> <td style="width: 50%; text-align: center;">CONSTRUCTION <i>(if applicable)</i> N/A</td> </tr> </table>	PROFESSIONAL SERVICES 2005 - Current	CONSTRUCTION <i>(if applicable)</i> N/A
PROFESSIONAL SERVICES 2005 - Current	CONSTRUCTION <i>(if applicable)</i> N/A		

23. PROJECT OWNER'S INFORMATION		
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a. PROJECT OWNER Caltrans District 8	b. POINT OF CONTACT NAME Jamal Elsaleh, PE, PMP	c. POINT OF CONTACT TELEPHONE NUMBER 909-289-5979
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>
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The Department of Transportation (DOT), the California Highway Patrol (CHP), California Department of Food and Agriculture (CDFA), and the California Department of General Services (CDGS) agreed to construct a Joint Point of Entry (JPOE) project at Mountain Pass to inspect passenger and commercial vehicles before they venture further into the State causing possible damage to our roads and agriculture. This project involves the construction of a commercial vehicle enforcement facility (CVEF) for the CHP and an agricultural inspection facility (AIF) for CDFA. The proposed AIF will replace the existing facility at Yermo.



For the Highway Patrol portion, the California Transportation Commission (CTC) identified the management and enforcement of overweight trucks as one of the significant transportation issues facing California. Since overweight trucks damage the existing infrastructure, truck size and weight enforcement is critical to preventing excessive deterioration of our highways and bridges. Currently, trucks entering California on Interstate 15 (I-15) travel about 171 miles (275 km) before they encounter the first inspection facility at Cajon Pass. Construction of the CVEF at Mountain Pass should improve homeland security and provide the opportunity for the Department of Motor Vehicles, State Board of Equalization, and the Air Resources Board to enforce regulations and laws governing movement of trucks on State highways.



Southstar staff has managed this project since 2005, including PS&E, and all RW activities associated with the BLM and utilities. BLM provided clearance in 2011, and the project is currently waiting on the CDFA funding via a Bond vote, to begin construction of the project. This project is estimated to cost approximately \$80 million total. Issues affecting delivery:

- Permits** – Four separate permits were required to RTL this project: 401, 404, 1602, and 2081. All required extension dealings and negotiations with CDFG, RWQCB, BLM, and USFWS.
- Contract for Delivery (RTL)** – RTL for this project was at about 4:00pm on June 30, 2011 after lengthy discussions and negotiations with HQOE. The milestone was made after the permits were all obtained (see above), R/W Cert occurred one week prior, Environmental Certification occurred, and all design-related issues were resolved. Weekly PDT meetings were held for the last 6 months to ensure the milestone was made.
- Coordination with CDFA and lease-revenue bond funding** – The AIS and 50% of the transportation costs are to be funded by the CDFA using bonds. The DOF has a completely different set of milestones prior to allowing a project to be nominated for a bond sale. Close coordination was required among the DOF, CDFA, DGS, and Caltrans to maximize the possibility of obtaining funding
- Federal Funds** – The Southstar representative at the time, Jason Bennecke, worked and negotiated closely with FHWA to ensure that \$28.1 million of SHOPP funds used for construction capital are eligible for reimbursement from FHWA. He also worked hard to extend a \$7.3 million FIN for 3 years, which prevented the loss of this money as repayment back to FHWA.
- BLM Land** – Using the Recreation and Public Purposes Act, the 133 acres of land for the JPOE project was obtained by the State of California from the BLM (U.S. Government). Special attention was given by the Southstar representative to BLM and close coordination occurred among Caltrans Environmental staff, R/W Engineering, R/W, and the BLM to ensure this process was a success.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
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(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a. Southstar Engineering & Consulting, Inc.	Riverside, California	Project Management

**ARCHITECTURAL & ENGINEERING CONSULTANT REFERENCE CHECK
Pilot Procurement**

Contract #: 08A2345 Name of Consultant: Southstar Engineering & Consulting, Inc.

Name of Project Owner (Agency): Caltrans

Name of Consultant Contract Manager or other representative: Jamal Elsaleh

Title and Location (same as on Section F, Box 21, of Form SF330): I-15 Joint Port of Entry,
Caltrans EA 36850

		Ranking
How did the Consultant Contract Manager perform his/her job, if applicable? If Poor please explain:	Excellent -took initiative, consistently anticipated & solved issues, effective team work (E) Satisfactory -occasional unanticipated issues, few team mistakes (S) Poor -issues remained unresolved, frequent team mistakes (P) Not Applicable – N/A	S
How was the product and/or milestones delivered? If Poor please explain:	Excellent -always on time (E) Satisfactory –almost always on time (S) Poor -consistently late (P)	E/S
Describe Firm's ability to stay within budget? If Poor please explain:	Excellent -always within budget (E) Satisfactory –almost always within budget (S) Poor -consistently over budget (P)	E
What was the quality of the deliverables? If Poor please explain:	Excellent -minimal corrections, review comments resolved during 1 st review (E) Satisfactory -review comments and corrections resolved within 2 to 3 submissions (S) Poor -repeatedly submitted deliverables without adequately addressing the issues (P)	E/S
What was the quality of the contract administration? If Poor please explain:	Excellent -invoices and progress reports, with rare exception, on time and complete; rarely disputed invoices (E) Satisfactory -invoices occasionally late or disputed; Progress Reports occasionally incomplete or late (S) Poor -invoices consistently late, often inappropriately billed, progress reports often incomplete & late (P)	S
Describe Firm's willingness to cooperate and take directions from the owner. If Poor please explain:	Excellent -always answered calls & correspondence promptly, flexible, open to suggestions (E) Satisfactory -answered calls & correspondence prompt most of the time, reasonably flexible & open when persuaded (S) Poor -frequently did not answer correspondence or return calls (P)	E

Additional comments:


MASUD ZAHEDI
(909) 383-5952
MASUD_ZAHEDI@DOT.CA.GOV
2/26/14

Signature of Owner Representative Print Name Phone email address Date



Caltrans Verification Memo

To: Caltrans District 8

From: Southstar Engineering & Consulting, Inc.
Daniel Ciacchella, PE
Executive Vice President

Subject: Verification for Example Project Key Number 4
I-15/Joint Port of Entry, Caltrans EA 36850

The Department of Transportation (DOT), the California Highway Patrol (CHP), California Department of Food and Agriculture (CDFA), and the California Department of General Services (CDGS) agreed to construct a Joint Point of Entry (JPOE) project at Mountain Pass to inspect passenger and commercial vehicles before they venture further into the State causing possible damage to our roads and agriculture. This project involves the construction of a commercial vehicle enforcement facility (CVEF) for the CHP and an agricultural inspection facility (AIF) for CDFA. The proposed AIF will replace the existing facility at Yermo.

For the Highway Patrol portion, the California Transportation Commission (CTC) identified the management and enforcement of overweight trucks as one of the significant transportation issues facing California. Since overweight trucks damage the existing infrastructure, truck size and weight enforcement is critical to preventing excessive deterioration of our highways and bridges. Currently, trucks entering California on Interstate 15 (I-15) travel about 171 miles (275 km) before they encounter the first inspection facility at Cajon Pass. Construction of the CVEF at Mountain Pass should improve homeland security and provide the opportunity for the Department of Motor Vehicles, State Board of Equalization, and the Air Resources Board to enforce regulations and laws governing movement of trucks on State highways. Southstar staff has managed this project since 2005, including PS&E, and all RW activities associated with the BLM and utilities. BLM provided clearance in 2011, and the project is currently waiting on the CDFA funding via a Bond vote, to begin construction of the project. This project is estimated to cost approximately \$80 million total.

This is an on-going project that Southstar has been managing for Caltrans District 8 for over 3 years.

I, Masud Zahedi of Caltrans have reviewed SF330 Section F of the above referenced project and can verify that Southstar Engineering & Consulting performed project management services on this project.

Signature of Owner Representative

MASUD ZAHEDI

Print Name

(909) 383-5952

Phone

2/26/14

Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 5
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21. TITLE AND LOCATION <i>(City and State)</i> I-15/Duncan Canyon Road Interchange Caltrans EA 0H130 08A2092	22. YEAR COMPLETED PROFESSIONAL SERVICES 2009-2014	CONSTRUCTION <i>(if applicable)</i> 2012-2014
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23. PROJECT OWNER'S INFORMATION
--

a. PROJECT OWNER City of Fontana	b. POINT OF CONTACT NAME Kevin Ryan	c. POINT OF CONTACT TELEPHONE NUMBER 909-350-6655
-------------------------------------	--	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>
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This project proposes to construct a new interchange on Interstate 15 (I-15) at Duncan Canyon Road in the City of Fontana. The \$30 million project will provide an additional access point to I-15 in the north Fontana area. This new interchange was originally planned when I-15 was constructed in the mid-1970's. The project is expected to bring jobs and development to the north Fontana area and help boost the local economy. Design features for this project include ramp metering of both entrance ramps, Portland Cement Concrete pavement on the ramps for longer life and water quality treatment features that will improve the quality of storm water runoff. In addition, this project includes a box culvert drainage facility under I-15 and connection to a regional flood control channel, which will help encourage development on the east side of I-15.

Right of Way acquisition was performed by the City of Fontana, which included mostly vacant land but required relocation of old irrigation lines as well as other above and underground facilities.

A New Connection Report, a Modified Access Report and a Freeway Agreement had to be prepared, approved and executed for this project.

The development and construction of this important interchange project was completed with State and Local funding sources. State sources including the State and Local Partnership Program and Corridor Management Improvement Account fund savings, as well as City and SANBAG Measure I funds have been used throughout all phases of this project.

The Southstar project manager delivered the PAVED, PS&E, and Right of Way phases on-time and within the support budgets programmed for the project. Southstar worked closely with City of Fontana staff to make sure all project design and right of way issues were understood and responded to in a timely and appropriate fashion. This project began construction in October 2012 and is on schedule to be finished by October 2014.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT
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	(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a.	Southstar Engineering & Consulting, Inc.	Riverside, California	Project Management

**ARCHITECTURAL & ENGINEERING CONSULTANT REFERENCE CHECK
Pilot Procurement**

Contract #: 08A2345 Name of Consultant: Southstar Engineering & Consulting, Inc.

Name of Project Owner (Agency): City of Fontana

Name of Consultant Contract Manager or other representative: Kevin Ryan

Title and Location (same as on Section F, Box 21, of Form SF330): I-15/Duncan Canyon Road Interchange, Caltrans EA OH130

		Ranking
How did the Consultant Contract Manager perform his/her job, if applicable? If Poor please explain:	Excellent -took initiative, consistently anticipated & solved issues, effective team work (E) Satisfactory -occasional unanticipated issues, few team mistakes (S) Poor -issues remained unresolved, frequent team mistakes (P) Not Applicable – N/A	E
How was the product and/or milestones delivered? If Poor please explain:	Excellent -always on time (E) Satisfactory –almost always on time (S) Poor -consistently late (P)	S
Describe Firm’s ability to stay within budget? If Poor please explain:	Excellent -always within budget (E) Satisfactory –almost always within budget (S) Poor -consistently over budget (P)	E
What was the quality of the deliverables? If Poor please explain:	Excellent -minimal corrections, review comments resolved during 1 st review (E) Satisfactory -review comments and corrections resolved within 2 to 3 submissions (S) Poor -repeatedly submitted deliverables without adequately addressing the issues (P)	E
What was the quality of the contract administration? If Poor please explain:	Excellent -invoices and progress reports, with rare exception, on time and complete; rarely disputed invoices (E) Satisfactory -invoices occasionally late or disputed; Progress Reports occasionally incomplete or late (S) Poor -invoices consistently late, often inappropriately billed, progress reports often incomplete & late (P)	E
Describe Firm’s willingness to cooperate and take directions from the owner. If Poor please explain:	Excellent -always answered calls & correspondence promptly, flexible, open to suggestions (E) Satisfactory -answered calls & correspondence prompt most of the time, reasonably flexible & open when persuaded (S) Poor -frequently did not answer correspondence or return calls (P)	E

Additional comments:


 Signature of Owner Representative
 Kevin Ryan
 Print Name
 350-6655
 Phone
 kryan@fontana.org
 email address
 3/3/14
 Date



Caltrans Verification Memo

To: Caltrans District 8

From: Southstar Engineering & Consulting, Inc.
Daniel Ciacchella, PE
Executive Vice President

Subject: Verification for Example Project Key Number 5
I-15/Duncan Canyon Road Interchange, Caltrans EA 0H130

This project proposes to construct a new interchange on Interstate 15 (I-15) at Duncan Canyon Road in the City of Fontana. The \$30 million project will provide an additional access point to I-15 in the north Fontana area. This new interchange was originally planned when I-15 was constructed in the mid-1970's. The project is expected to bring jobs and development to the north Fontana area and help boost the local economy. Design features for this project include ramp metering of both entrance ramps, Portland Cement Concrete pavement on the ramps for longer life and water quality treatment features that will improve the quality of storm water runoff. In addition, this project includes a box culvert drainage facility under I-15 and connection to a regional flood control channel, which will help encourage development on the east side of I-15.

Right of Way acquisition was performed by the City of Fontana, which included mostly vacant land but required relocation of old irrigation lines as well as other above and underground facilities. A New Connection Report, a Modified Access Report and a Freeway Agreement had to be approved and executed for this project.

The development and construction of this important interchange project was completed with State and Local funding sources. State sources including the State and Local Partnership Program and Corridor Management Improvement Account fund savings, as well as City and SANBAG Measure I funds have been used throughout all phases of this project.

The Southstar project manager delivered the PA/ED, PS&E, and Right of Way phases on-time and within the support budgets programmed for the project. Southstar worked closely with City of Fontana staff to make sure all project design and right of way issues were understood and responded to in a timely and appropriate fashion. This project is scheduled to begin construction in August 2012.

This is an on-going project that Southstar has been managing for Caltrans District 8 for over 6 years.

I, Kevin Ryan of City of Fontana have reviewed SF330 Section F of the above referenced project and can verify that Southstar Engineering & Consulting performed project management services on this project.

Signature of Owner Representative

Kevin Ryan 9093506655

Print Name

Phone

3/8/14

Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION <i>(City and State)</i> SR-138 Widening Caltrans EA 3401U 08A2096		22. YEAR COMPLETED PROFESSIONAL SERVICES 2011-2012 CONSTRUCTION <i>(if applicable)</i> N/A
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER State of California - Department of Transportation (Caltrans)	b. POINT OF CONTACT NAME Robert So	c. POINT OF CONTACT TELEPHONE NUMBER 909-383-4513
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

This project proposes to widen State Route 138 (SR 138) from Interstate 15 to Phelan Road. This project will widen SR 138 from two to four lanes, widen the outside shoulders to standard width and construct a 14' wide median. This project is in the PA/ED phase and has a very tight schedule to utilize approximately \$57 million in IIP and STIP funds for construction. Some of the outside agencies involved with this project include the United States Forest Service (USFS), United States Fish and Wildlife Service (USFWS), the California Department of Fish and Game (DF&G), two regional water quality control boards (the Lahontan and Santa Ana regions), two railroads (Union Pacific and Burlington Northern Santa Fe) and several utility agencies, including Southern California Edison and Verizon Communications.

Some of the project features include widening existing structures over and under both railroads, widening existing structures of two water bodies (Cajon Creek and Sheep Creek) and construction of two new wildlife crossings under SR 138 under heavy traffic conditions. This project is proposed to be Ready to List in January 2014 so programmed funds can be used for construction or face the possibility of losing the funds and reimbursing FHWA funds that have been used to develop the project. This important project is needed to accommodate increasing traffic between the San Bernardino Valley and San Bernardino County and Los Angeles County desert communities.

Acquisition of Right of Way, working with both railroads, USFS, USFWS and DF&G will be critical over the next two years to obtain project approval. Providing enough resources for both roadway design and structure design and keeping close watch of the progress in the PS&E phase will be critical over the next 2 years. Southstar is currently providing project management services for this project and is knowledgeable of the issues and schedule constraints and has worked to deliver this important project.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Southstar Engineering & Consulting, Inc.	(2) FIRM LOCATION Riverside, California	(3) ROLE Project Management

**ARCHITECTURAL & ENGINEERING CONSULTANT REFERENCE CHECK
Pilot Procurement**

Contract #: 08A2345 Name of Consultant: Southstar Engineering & Consulting, Inc.

Name of Project Owner (Agency): Caltrans

Name of Consultant Contract Manager or other representative: Robert So

Title and Location (same as on Section F, Box 21, of Form SF330): SR-138 Widening,
Caltrans EA 3401U

		Ranking
How did the Consultant Contract Manager perform his/her job, if applicable? If Poor please explain:	Excellent -took initiative, consistently anticipated & solved issues, effective team work (E) Satisfactory -occasional unanticipated issues, few team mistakes (S) Poor -issues remained unresolved, frequent team mistakes (P) Not Applicable – N/A	S
How was the product and/or milestones delivered? If Poor please explain:	Excellent -always on time (E) Satisfactory –almost always on time (S) Poor -consistently late (P)	E/S
Describe Firm's ability to stay within budget? If Poor please explain:	Excellent -always within budget (E) Satisfactory –almost always within budget (S) Poor -consistently over budget (P)	E
What was the quality of the deliverables? If Poor please explain:	Excellent -minimal corrections, review comments resolved during 1 st review (E) Satisfactory -review comments and corrections resolved within 2 to 3 submissions (S) Poor -repeatedly submitted deliverables without adequately addressing the issues (P)	E/S
What was the quality of the contract administration? If Poor please explain:	Excellent -invoices and progress reports, with rare exception, on time and complete; rarely disputed invoices (E) Satisfactory -invoices occasionally late or disputed; Progress Reports occasionally incomplete or late (S) Poor -invoices consistently late, often inappropriately billed, progress reports often incomplete & late (P)	S
Describe Firm's willingness to cooperate and take directions from the owner. If Poor please explain:	Excellent -always answered calls & correspondence promptly, flexible, open to suggestions (E) Satisfactory -answered calls & correspondence prompt most of the time, reasonably flexible & open when persuaded (S) Poor -frequently did not answer correspondence or return calls (P)	E

Additional comments:


 Signature of Owner Representative MASUD ZAHEDI (909) 383-5952 MASUD.ZAHEDI@DOT.CA.GOV Date 2/27/14



Caltrans Verification Memo

To: Caltrans District 8

From: Southstar Engineering & Consulting, Inc.
Daniel Ciacchella, PE
Executive Vice President

Subject: Verification for Example Project Key Number 6
SR-138 Widening, Caltrans EA 3401U

This project proposes to widen State Route 138 (SR 138) from Interstate 15 to Phelan Road. This project will widen SR 138 from two to four lanes, widen the outside shoulders to standard width and construct a 14' wide median. This project is in the PA/ED phase and has a very tight schedule to utilize approximately \$57 million in IIP and STIP funds for construction. Some of the outside agencies involved with this project include the United States Forest Service (USFS), United States Fish and Wildlife Service (USFWS), the California Department of Fish and Game (DF&G), two regional water quality control boards (the Lahontan and Santa Ana regions), two railroads (Union Pacific and Burlington Northern Santa Fe) and several utility agencies, including Southern California Edison and Verizon Communications.

Some of the project features include widening existing structures over and under both railroads, widening existing structures of two water bodies (Cajon Creek and Sheep Creek) and construction of two new wildlife crossings under SR 138 under heavy traffic conditions. This project is proposed to be Ready to List in January 2014 so programmed funds can be used for construction or face the possibility of losing the funds and reimbursing FHWA funds that have been used to develop the project. This important project is needed to accommodate increasing traffic between the San Bernardino Valley and San Bernardino County and Los Angeles County desert communities.

Acquisition of Right of Way, working with both railroads, USFS, USFWS and DF&G will be critical over the next two years to obtain project approval. Providing enough resources for both roadway design and structure design and keeping close watch of the progress in the PS&E phase will be critical over the next 2 years. Southstar is currently providing project management services for this project and is knowledgeable of the issues and schedule constraints and has worked to deliver this important project.

This is an on-going project that Southstar has been managing for Caltrans District 8 for over 6 years.

I, Masud Zahedi of Caltrans have reviewed SF330 Section F of the above referenced project and can verify that Southstar Engineering & Consulting performed project management services on this project.

Signature of Owner Representative

MASUD ZAHEDI (909) 383-5952 2/27/14

Print Name

Phone

Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 7
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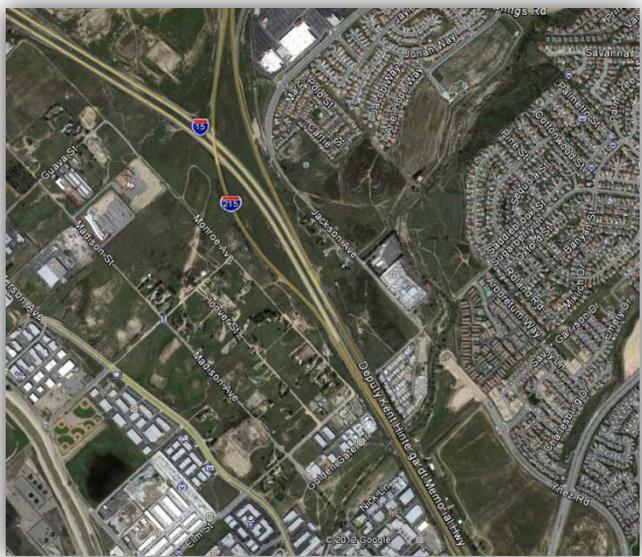
21. TITLE AND LOCATION (City and State) I-15/French Valley Parkway Phases 1 & 2 Caltrans EA's 43271 / 43272 08A2092	22. YEAR COMPLETED PROFESSIONAL SERVICES: 2011-current CONSTRUCTION (if applicable): Mar 2012-current / N/A
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23. PROJECT OWNER'S INFORMATION		
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a. PROJECT OWNER Caltrans District 8	b. POINT OF CONTACT NAME Jamal Elsaleh, PE, PMP	c. POINT OF CONTACT TELEPHONE NUMBER 909-289-5979
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)
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The French Valley Parkway project was originally PIP'd in 1996 and the PSR was approved in 2007. PA/ED phase for both projects was approved in 2010 and Design immediately proceeded with Phase 1, which consisted of constructing a new SB offramp at French Valley Parkway and widening of the existing SB offramp at Winchester Rd. PS&E for Phase 1 was completed in August 2011 with the help of the Southstar Project Manager at Caltrans, Jason Bennecke, who was the designated Project Manager for the project between Spring 2011 and now, the beginning of the construction phase of work. The scope of work for Phase 2 involves constructing the remainder of a new French Valley Parkway (FVP) Interchange (IC) in the City of Temecula (City) on Interstate (I)-15 between the Winchester Road IC and the I-15/I-215 junction. Specifically, this projects consists of constructing a six-lane arterial from Jefferson Street to Ynez Road, connecting ramps, northbound (NB) and southbound (SB) auxiliary (AUX) lanes, collector/distributor lanes (3 NB & 3 SB), and related drainage improvements.



The purpose of these projects with a combined total cost estimate of nearly \$180 million is to accommodate increased traffic, reduce traffic congestion, improve traffic safety, improve reliability of goods movement, and reduce people/goods movement conflicts. Construction officially began in March 2012 when the contract for Phase 1 was awarded to the low bidder. Construction of Phase 1 is expected to be completed by Fall of 2013. PS&E for Phase 2 is underway, the first kick-off PDT meeting was coordinated by the Southstar Project Manager and held in February 2012. Phase 2 is expected to RTL in Fall of 2014, with a construction duration of about 2-1/2 years.

The CEQA and NEPA environmental documents (IS/EA) were finalized for the parent project (EA 43270) in December 2009. Stakeholders included California Highway Patrol (CHP), FHWA, Riverside County Transportation Commission (RCTC), City of Temecula, City of Murrieta, California Department of Transportation (Caltrans) Sample issues effecting the project included:

- **High Profile Project** – Phase 2 of this work is on FHWA's High Profile Project list and as such, FHWA has full oversight responsibilities for the design and construction efforts. With the splitting of the project from the parent EA, close coordination is and was required with FHWA and Caltrans staff and this task work is being handled by the Southstar representative.
- **Geometric Approval Drawings (GAD's)** – There was an error on the original approved GAD's in 2006. The error was that the GAD's graphically showed 3 lanes in the SB direction over I-15, but the Traffic Impact Analysis (TIA) indicated four (4) lanes and levels of service (LOS's) B and C for am/pm peak hour volumes (PHV's). In the amended TIA approved in 2008, the number of lanes in the report was corrected to three, so it was consistent with the graphic depiction, but the LOS's were now "F". This City was adamantly opposed to redoing the GAD's, so close coordination by the Southstar Project Manager with RCTC (lead agency on the adjacent widening project on I-215, EA 0F163), the City of Temecula, their respective consultants, Caltrans design oversight and Caltrans Planning was required to effectively deal with this issue.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
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(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a. Southstar Engineering & Consulting, Inc.	Riverside, California	Caltrans Project Manager

**ARCHITECTURAL & ENGINEERING CONSULTANT REFERENCE CHECK
Pilot Procurement**

Contract #: 08A2345 Name of Consultant: Southstar Engineering & Consulting, Inc.

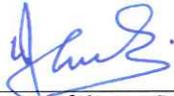
Name of Project Owner (Agency): Caltrans

Name of Consultant Contract Manager or other representative: Jamal Elsaleh

Title and Location (same as on Section F, Box 21, of Form SF330): I-15/French Valley Parkway
Phases 1 & 2, Caltrans EA's 43271/43272

		Ranking
How did the Consultant Contract Manager perform his/her job, if applicable? If Poor please explain:	Excellent -took initiative, consistently anticipated & solved issues, effective team work (E) Satisfactory -occasional unanticipated issues, few team mistakes (S) Poor -issues remained unresolved, frequent team mistakes (P) Not Applicable – N/A	S
How was the product and/or milestones delivered? If Poor please explain:	Excellent -always on time (E) Satisfactory –almost always on time (S) Poor -consistently late (P)	E/S
Describe Firm's ability to stay within budget? If Poor please explain:	Excellent -always within budget (E) Satisfactory –almost always within budget (S) Poor -consistently over budget (P)	E
What was the quality of the deliverables? If Poor please explain:	Excellent -minimal corrections, review comments resolved during 1 st review (E) Satisfactory -review comments and corrections resolved within 2 to 3 submissions (S) Poor -repeatedly submitted deliverables without adequately addressing the issues (P)	E/S
What was the quality of the contract administration? If Poor please explain:	Excellent -invoices and progress reports, with rare exception, on time and complete; rarely disputed invoices (E) Satisfactory -invoices occasionally late or disputed; Progress Reports occasionally incomplete or late (S) Poor -invoices consistently late, often inappropriately billed, progress reports often incomplete & late (P)	S
Describe Firm's willingness to cooperate and take directions from the owner. If Poor please explain:	Excellent -always answered calls & correspondence promptly, flexible, open to suggestions (E) Satisfactory -answered calls & correspondence prompt most of the time, reasonably flexible & open when persuaded (S) Poor -frequently did not answer correspondence or return calls (P)	E

Additional comments:


MASUD ZAHEDI
(909) 383-5952
MASUD.ZAHEDI@DOT.CA.GOV

Signature of Owner Representative Print Name Phone email address Date

2/27/14



Caltrans Verification Memo

To: Caltrans District 8

From: Southstar Engineering & Consulting, Inc.
Daniel Ciacchella, PE
Executive Vice President

Subject: Verification for Example Project Key Number 7
I-15/French Valley Parkway Phases 1 & 2, Caltrans EA's 43271 / 43272

The French Valley Parkway project was originally PIP'd in 1996 and the PSR was approved in 2007. PA/ED phase for both projects was approved in 2010 and Design immediately proceeded with Phase 1, which consisted of constructing a new SB offramp at French Valley Parkway and widening of the existing SB offramp at Winchester Rd. PS&E for Phase 1 was completed in August 2011 with the help of the Southstar Project Manager at Caltrans, Jason Bennecke, who was the designated Project Manager for the project between Spring 2011 and now, the beginning of the construction phase of work. The scope of work for Phase 2 involves constructing the remainder of a new French Valley Parkway (FVP) Interchange (IC) in the City of Temecula (City) on Interstate (I)-15 between the Winchester Road IC and the I-15/I-215 junction. Specifically, this projects consists of constructing a six-lane arterial from Jefferson Street to Ynez Road, connecting ramps, northbound (NB) and southbound (SB) auxiliary (AUX) lanes, collector/distributor lanes (3 NB & 3 SB), and related drainage improvements.

The purpose of these projects with a combined total cost estimate of nearly \$180 million is to accommodate increased traffic, reduce traffic congestion, improve traffic safety, improve reliability of goods movement, and reduce people/goods movement conflicts. Construction officially began in March 2012 when the contract for Phase 1 was awarded to the low bidder. Construction of Phase 1 is expected to be completed by Fall of 2013. PS&E for Phase 2 is underway, the first kick-off PDT meeting was coordinated by the Southstar Project Manager and held in February 2012. Phase 2 is expected to RTL in Fall of 2014, with a construction duration of about 2-1/2 years.

This is an on-going project that Southstar has been managing for Caltrans District 8 for over 2 years.

I, Masud Zahedi of Caltrans have reviewed SF330 Section F of the above referenced project and can verify that Southstar Engineering & Consulting performed project management services on this project.

Signature of Owner Representative

MASUD ZAHEDI

Print Name

(909) 383-5952

Phone

2/27/14

Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION (City and State) I-10/Bob Hope Drive Interchange Caltrans EA 45600 08A1664		22. YEAR COMPLETED PROFESSIONAL SERVICES 2005-2011 CONSTRUCTION (if applicable) 2011
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Caltrans District 8	b. POINT OF CONTACT NAME Jamal Elsaleh, P.E., PMP	c. POINT OF CONTACT TELEPHONE NUMBER (909) 383-6710
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)		

This project involved the construction of the Bob Hope Drive Bridge and extension with a new Diamond Interchange near Rancho Mirage from 1.5 KM west to 0.9 KM east of Ramon Road Interchange.

The scope of the project included:

- Construction of an extension of Bob Hope Drive to the north over the UPRR on a new six lane structure and across I-10 on a new 8 lane structure.
- Constructing a new four quadrant interchange at the location of the new I-10 crossing.
- Widening of Varner Road between the new Bob Hope Road intersection and Manufacturing Road.
- Removal of three existing ramp connections at the existing Ramon Road interchange.



The project had significant coordination with the Agua Caliente Tribe, BIA, the City of Rancho Mirage, the Coachella Valley Association of Governments (CVAG), Union Pacific (UP) and the Riverside County Transportation Department (RCTD).

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Southstar Engineering & Consulting, Inc.	(2) FIRM LOCATION Riverside, California	(3) ROLE Project Management



Caltrans Verification Memo

To: Caltrans District 8

From: Southstar Engineering & Consulting, Inc.
Daniel Ciacchella, PE
Executive Vice President

Subject: Verification for Example Project Key Number 8
I-10/Bob Hope Drive Interchange, Caltrans EA 45600

This project involved the construction of the Bob Hope Drive Bridge and extension with a new Diamond Interchange near Rancho Mirage from 1.5 KM west to 0.9 KM east of Ramon Road Interchange.

The scope of the project included:

- Construction of an extension of Bob Hope Drive to the north over the UPRR on a new six lane structure and across I-10 on a new 8 lane structure.
- Constructing a new four quadrant interchange at the location of the new I-10 crossing.
- Widening of Varner Road between the new Bob Hope Road intersection and Manufacturing Road.
- Removal of three existing ramp connections at the existing Ramon Road interchange.

This is a completed project that Southstar managed for Caltrans District 8 for over 5 years.

I, Masud Zahedi of Caltrans have reviewed SF330 Section F of the above referenced project and can verify that Southstar Engineering & Consulting performed project management services on this project.

Signature of Owner Representative

MASUD ZAHEDI

Print Name

(909)383-5952

Phone

2/27/14

Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> I-15 Cajon Pass Rehabilitation Design Build 08A2092		22. YEAR COMPLETED PROFESSIONAL SERVICES 2013-current CONSTRUCTION <i>(if applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Caltrans District 8	b. POINT OF CONTACT NAME Masud Zahedi, Contract Manager	c. POINT OF CONTACT TELEPHONE NUMBER 909-383-5952
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		



BETKON, Inc. was assigned the lead role to delivery of the \$170,000,000 Cajon Pass Rehabilitation Project. Betkon was required to deliver the project for Caltrans through the environmental process, Request For Qualification Processes, Request For Proposal Process and the Alternative Technical Concept (ATC) Process. Our Project Manager was able to complete these processes within 15 months and award a contract well under budget. Our Project Manager is currently managing the Design Build phase for Caltrans. During the delivery, he has been able to work with Caltrans Operations, Maintenance, Design, Project Management, Right of Way and other functions to determine scope of work, to draft requirements, to review submittal of qualifications, etc. Specifically during scoping, Betkon provided detailed staging for each unique segmented work area and provided scoping language for each segment. During the ATC process, Betkon provided most responses to questions posted by pre-qualified teams. We also provided basic scheduling to develop working day schedule. Betkon met with California Highway Patrol and US Forestry for coordination.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Betkon, Inc.	(2) FIRM LOCATION Riverside, CA	(3) ROLE Program Project Management

ARCHITECTURAL & ENGINEERING CONSULTANT REFERENCE CHECK
Pilot Procurement

Contract # 08A2345

Name of Consultant: Betkon, Inc.

Name of Project Owner (Agency): California Department of Transportation (Caltrans) District 8

Name of Consultant Contract Manager or other representative: Mark Lancaster / Bryce Johnston
 Title, Location, and Project Number from Section F of Form SF330:

Project No. 2 - EA 0Q740 I-15 Cajon Pass Rehabilitation Design Build (Contract 08A2092),
 Devore/Hesperia, CA

		Ranking
How did the Consultant Contract Manager perform his/her job, if applicable? If Poor please explain:	Excellent -took initiative, consistently anticipated & solved issues, effective team work (E) Satisfactory -occasional unanticipated issues, few team mistakes (S) Poor -issues remained unresolved, frequent team mistakes (P) Not Applicable - N/A	E/S
How was the product and/or milestones delivered? If Poor please explain:	Excellent -always on time (E) Satisfactory -almost always on time (S) Poor -consistently late (P)	E/S
Describe Firm's ability to stay within budget? If Poor please explain:	Excellent -always within budget (E) Satisfactory -almost always within budget (S) Poor -consistently over budget (P)	E
What was the quality of the deliverables? If Poor please explain:	Excellent -minimal corrections, review comments resolved during 1 st review (E) Satisfactory -review comments and corrections resolved within 2 to 3 submissions (S) Poor -repeatedly submitted deliverables without adequately addressing the issues (P)	E/S
What was the quality of the contract administration? If Poor please explain:	Excellent -invoices and progress reports, with rare exception, on time and complete; rarely disputed invoices (E) Satisfactory -invoices occasionally late or disputed; Progress Reports occasionally incomplete or late (S) Poor -invoices consistently late, often inappropriately billed, progress reports often incomplete & late (P)	E
Describe Firm's willingness to cooperate and take directions from the owner. If Poor please explain:	Excellent -always answered calls & correspondence promptly, flexible, open to suggestions (E) Satisfactory -answered calls & correspondence prompt most of the time, reasonably flexible & open when persuaded (S) Poor -frequently did not answer correspondence or return calls (P)	E/S

Additional comments:


 Signature of Owner Representative MASUD ZAHEDI (909) 383-5952 MASUD_ZAHEDI@DOT.CA.GOV
 Print Name Phone email address

Date
2/27/14



Project Verification Memo

To: Caltrans District 8

From: BETKON, INC.
Bryce Johnson, PE, PMP
4344 Latham St., Suite 130
Riverside, CA 92501

Subject: Verification for Example Project Key Number 9
EA 0Q740 I-15 Cajon Pass Rehabilitation Design Build (Contract 08A2092)

Project Location: Devore/Hesperia, CA

Betkon, Inc. was assigned the lead role to delivery of the \$170,000,000 Cajon Pass Rehabilitation Project. Betkon was required to deliver the project for Caltrans through the environmental process, Request For Qualification Processes, Request For Proposal Process and the Alternative Technical Concept (ATC) Process. Our Project Manager was able to complete these processes within 15 months and award a contract well under budget. Our Project Manager is currently managing the Design Build phase for Caltrans. During the delivery, he has been able to work with Caltrans Operations, Maintenance, Design, Project Management, Right of Way and other functions to determine scope of work, to draft requirements, to review submittal of qualifications, etc. Specifically during scoping, Betkon provided detailed staging for each unique segmented work area and provided scoping language for each segment. During the ATC process, Betkon provided most responses to questions posted by pre-qualified teams. We also provided basic scheduling to develop working day schedule. Betkon met with California Highway Patrol and US Forestry for coordination.

This is an on-going project that BETKON has been managing for Caltrans District 8 for since 2013.

I, Masud Zahedi of Caltrans have reviewed SF330 Section F of the above referenced project and can verify that BETKON INC performed project management services on this project.

Signature of Project Owner Representative

Masud Zahedi

Print Name

(909) 383-5952

Phone

2/27/14

Date

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 10
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21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
Project Management Services for the SR-58 In the Community of Hinkley, San Bernardino County, CA (Contract No. 08A2095 [EA 04351])	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(if applicable)</i>

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Caltrans District 8	b. POINT OF CONTACT NAME Masud Zahedi, PE, PMP Senior Contract Manager	c. POINT OF CONTACT TELEPHONE NUMBER (909) 383-5952

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>
--

CALTROP is providing Project Management and Project Management support services for realigning and widening of SR-58 from two to four lanes and upgrading the highway to an expressway in the community of Hinkley in the County of San Bernardino, from west of Hidden River Road to east of Lenwood Road (EA04351).

**Project Management
PM Support Services
Quality Assurance / Quality Control
Risk Management
Communication Management
Resource Management**

CALTROP's services include integration management, scope management, time management, cost management, quality management, resource management, communication management and risk management. CALTROP is assisting in the project programming; updating and analyzing and project work plans; and coordinating with project stakeholders including Caltrans, the Community of Hinkley, San Bernardino Associated Governments (SANBAG), County of San Bernardino, Bureau of Land Management (BLM), US Fish & Wildlife Service (USFWS), Federal Highway Administration (FHWA), California Highway Patrol (CHP) and BNSF.



The project will add a mixed-flow lane in each direction and include shoulder construction, drainage improvements and median widening. This project will eliminate the existing gap between the adjacent four-lane roadways. This portion of SR-58 is a two-lane roadway; this project will eliminate the existing gap between the adjacent four-lane roadways. The project will address the need to safely accommodate the increase in large truck and recreational vehicle traffic and also reduce the unnecessary delays to the traveling public. The project will reduce traffic congestion, improve traffic safety, improve operational efficiency, reliability of goods movement, and reduce people / goods movement conflicts and extend the life of the pavement. Additionally, the existing two-lane highway has numerous at-grade driveways and intersections that generate delays for local traffic with a daily average of 35% commercial truck traffic. Since SR-58 remains the main, east-west corridor for interregional travelers, no other alternative routes exist.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
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(1) FIRM NAME	(2) FIRM LOCATION	(3) ROLE
a. CALTROP	Rancho Cucamonga, CA	Project Management and Project Management Support Services

**ARCHITECTURAL & ENGINEERING CONSULTANT REFERENCE CHECK
Pilot Procurement**

Contract # 08A2345 Name of Consultant CALTROP Corporation

Name of Project Owner (Agency): Caltrans, District 8

Name of Consultant Contract Manager or other representative: Jim Robinson, PE

Title and Location (same as on Section F, Box 21, of Form SF330)

Project Management Services for the SR-58 In the Community of Hinkley, San Bernardino County, CA
(Contract No. 08A2095 [EA 04351])

Ranking

How did the Consultant Contract Manager perform his/her job, if applicable? If Poor please explain:	Excellent -took initiative, consistently anticipated & solved issues, effective team work (E) Satisfactory -occasional unanticipated issues, few team mistakes (S) Poor -issues remained unresolved, frequent team mistakes (P) Not Applicable – N/A	S
How was the product and/or milestones delivered? If Poor please explain:	Excellent -always on time (E) Satisfactory –almost always on time (S) Poor -consistently late (P)	E
Describe Firm’s ability to stay within budget? If Poor please explain:	Excellent -always within budget (E) Satisfactory –almost always within budget (S) Poor -consistently over budget (P)	E
What was the quality of the deliverables? If Poor please explain:	Excellent -minimal corrections, review comments resolved during 1 st review (E) Satisfactory -review comments and corrections resolved within 2 to 3 submissions (S) Poor -repeatedly submitted deliverables without adequately addressing the issues (P)	E
What was the quality of the contract administration? If Poor please explain:	Excellent -invoices and progress reports, with rare exception, on time and complete; rarely disputed invoices (E) Satisfactory -invoices occasionally late or disputed; Progress Reports occasionally incomplete or late (S) Poor -invoices consistently late, often inappropriately billed, progress reports often incomplete & late (P)	S
Describe Firm’s willingness to cooperate and take directions from the owner. If Poor please explain:	Excellent -always answered calls & correspondence promptly, flexible, open to suggestions (E) Satisfactory -answered calls & correspondence prompt most of the time, reasonably flexible & open when persuaded (S) Poor -frequently did not answer correspondence or return calls (P)	E

Additional comments:



Masud Zahedi, PE

(909) 383-5952

masud.zahedi@dot.ca.gov

2/14/14

Signature of Owner Representative

Print Name

Phone

email address

Date

February 14, 2014

To: Caltrans District 8

Subject: Verification for Project Management Services for the SR-58 In the Community of Hinkley, San Bernardino County, CA (Contract No. 08A2095 [EA 04351])

I, Masud Zahedi, PE of Caltrans District 8 have reviewed SF330 Section F of the above referenced project and can verify that CALTROP Corporation performed Project Management and Project Management Support services on this project.



Masud Zahedi, PE
Senior Contract Manager
Caltrans District 8

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY, ATTACH ADDITIONAL SHEETS AS NEEDED.



Dedicated to the transportation needs of Southern California, **Southstar Engineering & Consulting, Inc. (Southstar)** has provided Project Management on large scale transportation infrastructure projects for many years. Southstar is a certified Small Business Enterprise (SBE/VSBE). With offices located in the City of Riverside, California, we focus on providing solutions for the transportation needs of our clients ranging in size from managing the

development of large-scale multi-million dollar infrastructure improvements to much smaller and less complex roadway improvement projects. Southstar was built upon the successes our project management skills have brought us – it is our core competency. In addition to project management and construction management, the Southstar Team has extensive knowledge in design, inspection services for roadways, bridges, sanitary sewer, storm channels, stream beds and other infrastructure projects.

UNDERSTANDING

The Southstar Engineering team fully understands the specific details as well as the project outcome and delivery goals associated with Caltrans Transportation Projects. The team understands that the scope of service is to provide experienced project managers and support staff to manage transportation projects. Furthermore, it is understood that the projects assigned will be in Riverside County, California. The Southstar Team will provide services in compliance with the Work Breakdown System (WBS).

Exceptionally managing large-scale transportation projects in California is what Southstar does with proven success. We do it exceptionally well. Several Southstar principals have worked at Caltrans as project managers for many years. Hundreds of PA/ED, PS&E, and CCA project milestones have been successfully met while billions of dollars of California transportation improvements have been delivered under the watchful eye of Southstar Project Managers.

How do Southstar project managers do this? The #1 key to our success and what we “bring to the table” is: Effective Communication. In the world of complicated bureaucratic processes at both the State and Federal levels, an effective project manager must know where the “land mines” are located and help Caltrans avoid them by being proactive. Through experience, Southstar project managers have learned that the best way to deliver projects is to make sure members of the project development team are well informed, that ideas are shared, and conflict is something to be embraced, not shied away from. To be more specific, communication comes in many forms, including email, text, phone calls, Skype calls, one-on-one meetings, group meetings, and presentations. Each of these methods plays a vital role in the overall success of a project.

GENERAL APPROACH

Our proposed team of managers will take action immediately after the approval of the task orders so services can be provided. Southstar will work closely with team members with regards to the proper processes, invoicing forms, diary formats, etc. to facilitate the efficient administration of this contract.

When staff is assigned, our team will work with the various Caltrans functions to fully integrate personnel into the Caltrans working environment. We will have the individuals equipped with proper hardware and software as specified by the Caltrans IT Department. Additional Caltrans email and database systems will be incorporated into the systems for full integration. During this same period our Project Managers Daniel Ciacchella, Jason Bennecke, Amr Abuelhassan, and Yvette Kirrin will work with Subconsultants and Caltrans Management on potential work areas for the assigned consultant staff. It is understood that the closer we can physically work day to day the more effective our services will be.

Once a staff member begins work on specific projects, he/she will be given specific instruction on the proper charging practices as well as instructions on maintaining and requesting that appropriate phases are open and available.

Since our proposed project management professionals have existing Caltrans project management experience and are available to work on the contract there will not be any learning curve. In that we are a very cooperative, collaborative, trusting group of firms within our team, we help and assist one another when any individual or firm needs assistance in performing their tasks. Thus we have our own ability to train one another while performing at a high level of service.

As work is assigned and Southstar staff is fully engaged in their assignments, Southstar staff will be available on a daily basis within the District and work within normal schedules that coincide with Caltrans reporting times. This is an important aspect that demonstrates our commitment to the District and provides the District with a sense of dependability of our effort and continuity of services. When project fire drills occur, we are available to respond at a moment's notice.

As Project Managers, we have been involved with various projects that were “firsts” in Southern California. For example, we helped successfully deliver the first superslab pavement project on Interstate 15, along with precast abutments on Interstate 40. We have also been assigned CMIA funded projects with strict deadlines on opening the project to traffic and have successfully delivered highly complex projects like the 91 Corridor Improvement Design/Build project. In addition, over the past 6+ years, Southstar Project Managers have been given – and delivered – several “legacy” projects that were not able to be delivered by in the past. Legacy projects are projects that have been around for at least 10, 15, sometimes 20 years and still haven’t been able to get to construction, until the Southstar project managers have taken them over. Included in these projects are the I-15 JPOE (delivered after 20+ years), the Big Bear Dam, the Palo Verde Bridge Replacement, and the Colorado Bridge.

SOUTHSTAR TEAM ADVANTAGES

Existing Project Managers – Managers are prepared to continue at the same effort level and dedication to assist Caltrans in their mission to the State of California and the public. Our project managers have and are prepared to take on the tough and high profile projects. In addition, the team has assembled additional staff that is fully capable of providing top-level project management for the District.

Productive from Day 1 - The team does not require a learning curve in Caltrans Policies, Procedures and Processes. We are ready to go to work on the first day, saving tax payer resources that would otherwise be spent on a competitor.

Caltrans Background - Our managers and many of our staff mostly former Caltrans employees or have worked on Caltrans projects, thus providing immediate response and knowledge in a very unique way. Having resolved countless project conflicts in the past and with the ability to successfully lead Project Development Teams, we consider ourselves facilitation and conflict resolution experts with proven track records of delivering quality projects on time and within budget.

Tools and Processes - Team members are well versed in project management tools and processes. We are able to understand and recommend solutions for any of the issues that may affect project scope, budget, and/or schedule and efficiently implement the approved solution. Understanding how the critical path is affected for various aspects of this project will help to minimize risks.

Demonstrated Commitment - The team’s successful past project delivery record is an indicator of the team’s ability for a continued high level of performance for Caltrans. Our team members have responded on a day’s notice on almost any task requested.

Flexibility - The team members have demonstrated the ability to work on any task assigned and be able to adjust and assist other members of the team when workload changes as well as supporting Caltrans on almost any task.

No Conflict of Interest - As a whole, our team provides very little design services within San Bernardino and Riverside Counties. The team has also purged any assignments that may have any appearance of conflict.

PROPOSED SOUTHSTAR TEAM

As shown on the organizational chart in Section D, and team member resumes in Section E, the Southstar Team, including sub-consultants BelKon, Inc., Caltrop, RT Engineering, and Integris Management Group, Inc. is composed of seasoned Caltrans veterans that exceed the education, qualifications and experience required by the SOQ. Successful Project Management requires a high degree of inter-personal communication skills and a pro-active attitude that is well developed in our team members. The Southstar project management professionals are experts in the field and have a long and distinguished record of successful project delivery at Caltrans.

SOUTHSTAR CONTRACT MANAGER

The Southstar Team’s Contract Manager Mr. Daniel Ciacchella is a Registered Civil Engineer in the State of California with over 24 years of experience in the Transportation field. Dan began his career at Caltrans where he worked for almost 13 years. He started as a Transportation Engineer in District 8 Design and rotated through Traffic Operations and Construction. Working through the ranks, he was a Construction inspector, Resident Engineer, and ultimately a Senior Transportation Engineer for over 5 years, including a short assignment as acting Supervising Transportation Engineer. In 2003 he took a Principal level position at the City of Riverside for 4 years. Dan joined Southstar Engineering in 2007 and was selected as a Project Manager for several District 8 PM Contracts, where he led the Excess Lands Contract for Delivery team with 100% delivery for 2 years. He also managed the Minor Program for 2 years and assisted Joe Meraz as R/W Coordinator on the I-215 CIP project through San Bernardino. Dan helped deliver the \$30 million I-15 Rehabilitation project in Corona within a very short timeframe when it was at risk of loss of funding. Since 2009 Dan has been assigned as the Caltrans Project Manager on the State Route 91 CIP Design-Build Project, where he has assisted the Project Director in the successful delivery through PA&ED and now the Design/Build (D/B) Phase of this \$1.2 Billion project, including the difficult

implementation of AB2098, the legislation that requires Caltrans to perform Independent Quality Assurance (IOA) inspection under the Local Agency's management. Dan was assigned as the Project Manager of the State Route 91 HOV extension project through Riverside for over 1 year during construction phase. He is also currently working as Project Manager on the I-15 Express Lanes Project in Riverside County, and the SR-91/SR-71 East to North Connector (PA&ED and PS&E phases),

Dan's extensive experience working for Caltrans combined with his past work for a Local Agency provides him with depth of knowledge of the Caltrans processes, procedures and structure. Dan has also developed a much needed positive relationship with all of the local agencies that he has interacted with throughout his career. More importantly, through his experience he has developed excellent communication and interpersonal skills, with a proactive attitude. Over the years, Dan has developed a great respect, connection and loyalty for the Caltrans organization and has built an unparalleled will for the success of its mission..

SOUTHSTAR KEY PERSONNEL

The key personnel outlined on our organizational chart were handpicked to provide the experience, knowledge, and expertise that Caltrans can rely on and trust. Project Management is our core competency, and knowledge of how Caltrans manages projects from start to finish comes second to that. Our staff will require no learning curve and will deliver each and every project with success, exceeding Caltrans expectations.

It takes volumes to define the tasks necessary to be a successful project management professional. Highlighted below are some of the tasks that are critical to the success of a project which our team members have developed unparalleled expertise:

- Conflict Resolution: Having resolved countless conflicts in the past and with the ability to successfully lead Project Development Teams, we consider ourselves facilitation and conflict resolution experts with proven track records of delivering quality projects on time and within budget.
- Cost Controls: Southstar team members are all well versed in the Caltrans WBS breakdown of activities, and PRSM. Developing an accurate project support workplan is critical to monitor and control support costs. On large projects, our team developed a support cost forecast system by creating resource expenditure bell curves that match the contractor's schedule. This system, adopted by the District's PPM Division works in conjunction with the PRSM system.
- Scheduling: A clear and in depth understanding of the project scheduling process is vital to early identification of risks to the project's critical path. Our team has developed an expert level ability to read and identify logical deficiencies and project schedule risks.
- Caltrans Processes: There are many project management professionals currently joining the transportation field or already in that lack Caltrans experience. Without a thorough understanding of Caltrans processes, procedures, structure and culture, the interaction amongst various functional units working inside this large and established organization would be an almost insurmountable task. It would take years to develop the level of skill necessary to understand what is necessary to motivate, manage, and lead a Project Development Team within the Caltrans organization. Our team members have worked at Caltrans for many years, in fact some of them for decades.
- Project Technical Expertise: Successful project management requires excellent communication. In depth knowledge of the different technical fields is paramount. Our professionals have extensive experience in Design, Right of Way, Construction, Traffic, Environmental, Planning, and other fields, allowing them to communicate with project technical team members effectively.
- Risk Assessment: Utilizing the on-line risk register tool and understanding on how to properly create a risk management plan.
- Proactive attitude: Thanks to extensive experience and knowledge, our team members have developed a keen ability to identify project risks early and to take a proactive attitude towards solving project challenges.

AVAILABILITY

The Southstar Contract Manager is available in person and/or over the phone immediately, as needed by Caltrans. The Contract Manager is also available as a full time Project Manager (40 hours per week) and will be fully committed to Caltrans District 8 Project Management contracts with no other assignments.

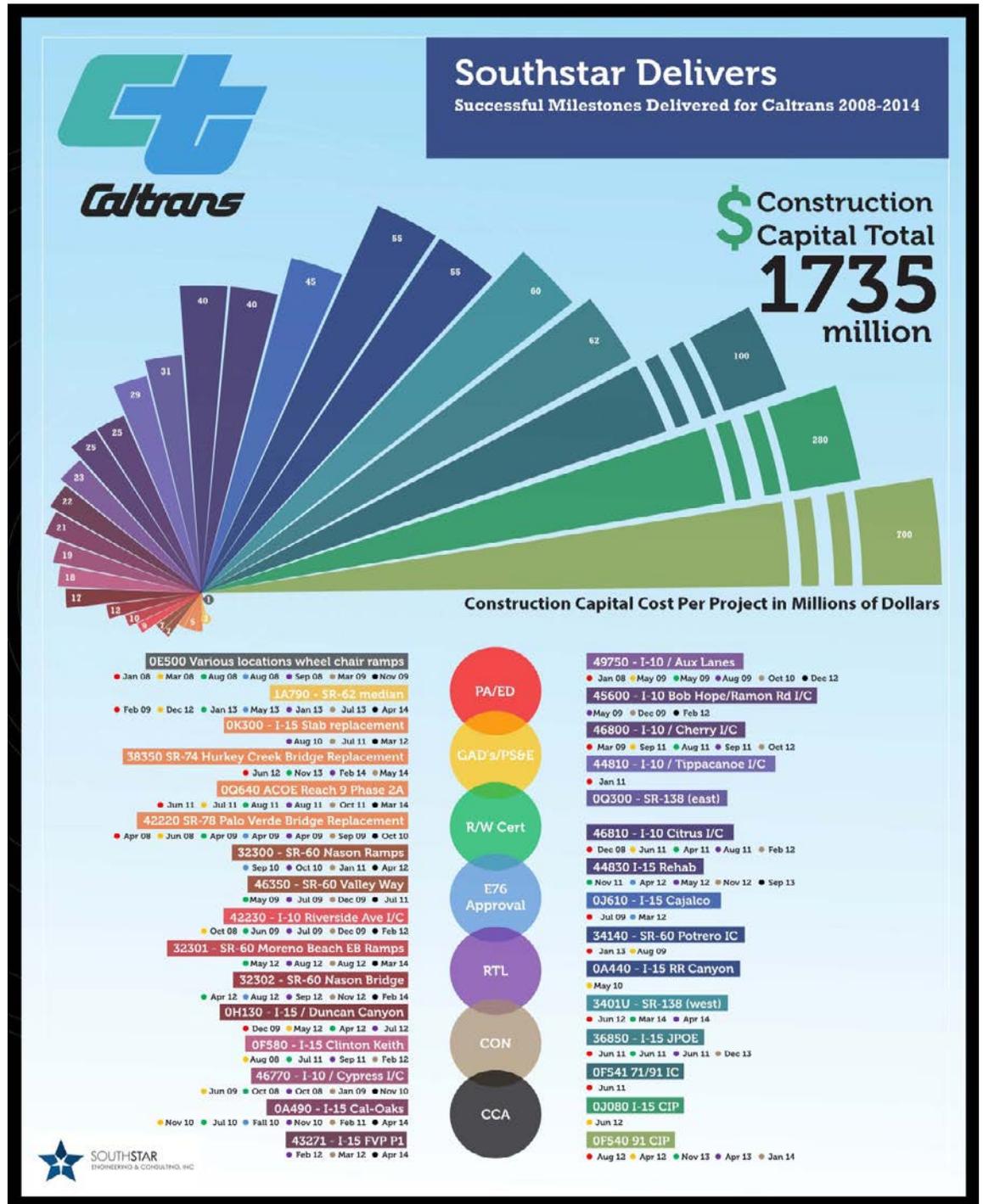
Proposed team members are available to work on this contract and are fully committed to the Caltrans District 8 Project Management Contracts. Please see our availability chart in Section 3 of this submittal.

RELEVANT PROJECTS AND RECORD OF DELIVERY

The graphic below demonstrates Southstar's ability to deliver projects for Caltrans District 8. The delivery graph does not include similar successes by our partner subconsultant firms.

QUALITY PERFORMANCE

The references provided with this SOQ represent a very short list of representatives of Caltrans and other Agencies that are witnesses to the outstanding quality of work and top of the class performance demonstrated by our proposed team members. Our staff has developed expert level abilities, and accumulated a long record of successful project delivery that is truly unmatched. We hope to continue to provide Program/Project Management services to Caltrans District 8 and commit to greatly exceed expectations.



I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

March 7, 2014

Daniel Ciacchella, PE – Contract/Project Manager

H. ADDITIONAL INFORMATION

30. Provide any Additional Information Requested by the Agency. Attach Additional Sheets as Needed.

Betkon, Inc. is a Southern California UDBE/SBE/WBE company that has assembled individuals with extensive knowledge in a wide range of transportation construction sectors such as Project Management, Construction Management and Public Outreach. Our unique experience in various aspects of the transportation industry makes us the right choice for your project. This allows us to provide a comprehensive range of high quality services, regardless of project scope.

Project Management

Betkon understands the growing complexity of executing a large infrastructure project and the many disciplines involved. Our Project Management staff is highly skilled and experienced, possessing core values to outstanding project delivery. We currently work alongside Caltrans District 8 staff providing Project Management. This requires a complete understanding of the Caltrans Project Delivery process. We also provide Construction Claims services to help prevent, mitigate and resolve construction disputes.

Construction Management

Our Construction Management team provides any project with the tools to keep it on track. The experience and knowledge of our team has created significant time and cost savings to our clients. From constructability reviews through managing contractors and other staff, Betkon will remain dedicated to your project until all items are addressed and a project is fully complete.

Public Outreach

With the growing need for managing community involvement in transportation projects, our Public Outreach staff provides modern communication tools with an understanding of highway construction. We design and implement tailored communication plans specifically for each project and the needs of the surrounding businesses, residents and traveling public. Our dedicated outreach efforts help promote a positive public perception for our projects and our clients. Creativity and reliability help set our team apart.



I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. Signature	32. Date
 Heather McGuffin, President	March 7, 2014

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

SECTION 1 – INTRODUCTION

A project and program management specialist, CALTROP has demonstrated experience working with Caltrans on a variety of projects. We offer project managers and specialists with the right experience and knowledge of Caltrans projects. We know District 8 needs personnel that is responsive and can be committed to the duration of the contract. As an extension of Caltrans staff, CALTROP will provide experts and technical specialists to assist District 8 in the following areas: **Project Management and Risk Management**.

For more than 25 years, we have provided Caltrans with a wide range of services on projects statewide, including District 8. Due to our long-term relationship with Caltrans, we know what it takes to provide the right services and qualified staff to comply with Caltrans needs and offer value-added services to ensure successful project delivery. Our staff possesses a strong work ethic and will set a positive example on every project. We are ready to work side-by-side as your trusted partner to achieve 100% delivery of your projects. We are a global company focusing on program and project management services. CALTROP is headquartered in Rancho Cucamonga, with California offices in San Diego, Westlake Village, Irvine, Fresno, Sacramento, Emeryville, Eureka, Redding and Manteca.

THE CALTROP TEAM

CALTROP's success is based on the leadership and effectiveness of our management team, in addition to the talent, skill and dedication of each team member. Our team has the right credentials and expertise for your project. In responding to this RFQ, CALTROP is presenting a team that will effectively and efficiently serve Caltrans District 8 for the specified scope. CALTROP has successfully provided project and program management services on some of the largest freeway, highway, roadway and bridge construction projects throughout the state. Our team has certified Project Management Professionals (PMP) and employees with considerable Caltrans experience. We have a working knowledge of your standards, and will perform exceptional services from the first day on the job. We have been involved with as-needed support contracts in Districts 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12. **CALTROP is currently providing as-needed program and project management services to Districts 8, 4, 11, and 44 for various projects.**

District 8

CALTROP has provided project management and project management support services for transportation projects for Caltrans in San Bernardino County on Interstate-215. Projects include the HOV Gap Closure on I-215, SR-58 Gap Closure projects and the Barton Road Interchange Reconstruction Project. Specific services provided include project management, Quality Assurance / Quality Control, Risk Management, Communication Management and Resource Management.

District 11

CALTROP is providing project management and project management support services for transportation projects for Caltrans in San Diego and Imperial Counties. Projects include: SR-11 / OME POE Project Management Support, Environmental Program Management Support, Project Management Support Service, I-5 North Coast Corridor Project, SR-76 South Mission Road to I-15 Highway Improvement Project, I-805 Managed Lanes South Project, SR-11 Otay Mesa East Port of Entry Project, District-wide Project Management Support, SR-905 Project Management Support and SR-94 / SR 125 Connectors San Diego County, CA.

District 10

CALTROP recently provided project management services for Caltrans District 10 in their Stockton, California office. Our staff provided project management, project scheduling, project coordination, program management and expert project management services on an as-needed basis to support the development and construction of proposed Caltrans transportation facilities. Our services included managing and leading project development teams, developing project work plans for scope, schedule and cost, managing both capital and support costs, developing and maintaining project management documentation, facilitating project delivery through state and local stakeholders, and maintaining project databases.

District 4

CALTROP is performing project management services for Caltrans District 4 in their Oakland, California headquarters and district support offices. Our staff is providing project management, project scheduling, project coordination, program management and

expert project management services on an as-needed basis to support the development and construction of proposed Caltrans transportation facilities.

CALTROP provided program and project management services to District 4 including the San Francisco-Oakland Bay Bridge and Richmond-San Rafael Bridge. Our responsibilities included reviewing procedures and tools used in the programming of Caltrans projects and implementing a procedural and process improvement program. We also provided various types of specialty services to the District on an as-needed basis.

District 44

CALTROP is contracted with Caltrans District 44 to provide Project Management, Project Scheduling, Project Coordination, Program Management and Expert Project Management Services on an "on-call" basis to support the development and construction of proposed Department of Transportation facilities in Headquarters and Districts 1, 2, 3,5,6,9 and 12. Our responsibilities include the initiation, planning, execution, control and closeout of the PA&ED, PS&E and Construction components. We assist with programming projects, coordinating with transportation agencies, local agencies and sponsors and assisting with the transportation project delivery. We develop PM documents including: Risk Management Plans, Project Work Plans, Project Charters, Quality Management Plans, Communication Plans, Cooperative Agreements, Resource Management Plans and Budget Sources. We maintain PM databases, evaluated projects and prepared performance reports.

THE CALTROP ADVANTAGE

CALTROP offers District 8 unsurpassed access to the right experts, experience and expertise. We are the right choice for the as-needed project management contract for the following reasons:

- **Responsiveness and commitment to District 8's needs throughout the duration of the contract:** Our staff is available and committed to your program. You can be confident that the dedicated personnel proposed will be available for the life of the contract.
- **Qualified and experienced staff with the right credentials and expertise for your project:** Our team members are comprised of the leading project delivery experts in California. We have assisted in developing and implementing project management practices according to Caltrans' standards. We assure Caltrans that the people who have worked on these projects are available to work on this contract.
- **Hands-on and relevant experience:** The CALTROP Team has extensive experience with Caltrans, including project management services for Caltrans Headquarters and Districts 4, 8, 10, 11 and 44.
- **CALTROP is your as-needed specialist:** We have extensive as-needed / on-call experience with almost every district within Caltrans. As a result, we know how to get the resources to you when you need them – no excuses.

I. AUTHORIZED REPRESENTATIVE - The foregoing is a statement of facts

31. SIGNATURE 	32. DATE March 7, 2014
33. NAME AND TITLE Alex Hashtroudi, PE, General Manager	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

RT Engineering & Associates Executive Summary

RT Engineering & Associates (RTEA) is an Architectural & Engineering firm located in Highland, CA and in San Diego, CA providing professional engineering services and public outreach to our clients in the southern California region. RTEA assists local, state and federal agencies in delivering heavy civil, high profile projects through program management and construction management phases within the transportation, water and infrastructure industry. As a Hispanic, woman-owned engineering firm, RTEA is a SBE/MBE/WBE/DBE firm.

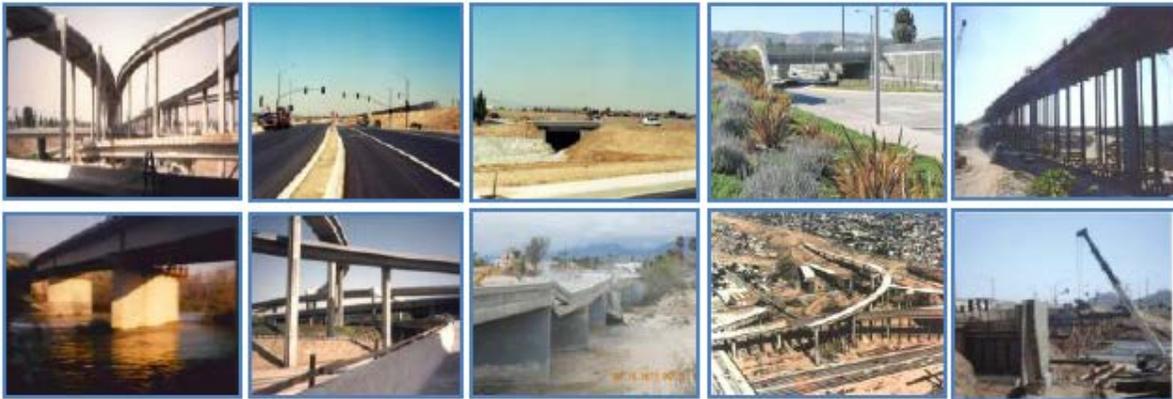
RTEA is a California corporation, founded in 2011 by Regina Talamantez, a licensed civil engineer through the state of California with over 22 years experience working as a bridge engineer in design, construction and program management. Her first ten years of her career was spent working within both public and private sectors on transportation freeway/highway bridge projects and her last ten years have been working within the railroad right-of-way on trench rail and grade separation projects. During her tenure with Caltrans OSC, she gained a thorough understanding of Caltrans OSC procedures, Standard Specs, Special Provisions, CRAP Manual, Construction Manual, and other various construction manuals that are published and used by Caltrans. She has extensive experience in falsework analysis and design, claims analysis, scheduling and CPM analysis and construction staking and surveying. Regina has acted as Project Manager/Resident Engineer/Structure Representative in managing agencies including Caltrans, various counties, cities and joint powers authorities. Some of her past Caltrans projects are listed below:

As Caltrans Employee:

- Bridge Designer 5/14 Interchange
- Caltrans SR-110/ 105 Interchange
- Caltrans I-5/ 405 Interchange
- Caltrans District 12: San Juan Creek Bridge Replacement
- Caltrans District 12: I-5 Widening, Segments A & B

As Consultant:

- Caltrans I-15/40 Interchange
- Caltrans District 5 & 8 Bridge Seismic Retrofit Program
- Caltrans District 59/ 8 On-Call CM/CI Staff Augmentation
- Caltrans SR-215 Clinton Keith Interchange
- Caltrans San Francisco Bay Bridge



RT Engineering & Associates, Inc. (RTEA) specializes in providing PM/CM services on transportation related projects to Caltrans. Our personnel have extensive experience on highway, bridge, and roadway projects. Individual experience in Caltrans District 5, 7, 8 and 12. We are able to provide experienced project managers, assistant resident engineers, office engineers, constructability reviewers, and construction inspectors. We are able to provide said personnel on a full-time or part-time basis depending on the needs and as-needed requirements of Caltrans.

The RTEA personnel have proven track records in managing projects on time, within budget and in a safe manner. RTEA's innovative and diverse team are well-seasoned professionals who are experts in the areas of staff augmentation for public works, water authorities, water districts, airports, railroads, joint power authorities, in addition to state and federal programs. RTEA is committed to excellence from the conceptual planning stage through to the completion of construction.



Trenching & Shoring, Falsework Analysis and Sediment & Erosion Controls (QSP/QSD/TOR)

RTEA's construction engineers have the demonstrated ability to review and approve temporary shoring systems. In the past, our RTEA principal, Regina Talamantez, has been responsible for evaluating shoring systems submitted on various construction projects, whether it be for bridge construction, pipeline installation, railroad stability, junction structure installation, pump station construction and retaining wall construction. Using the Caltrans trenching and shoring manual as a reference in addition to using shoring software spreadsheets/program software.

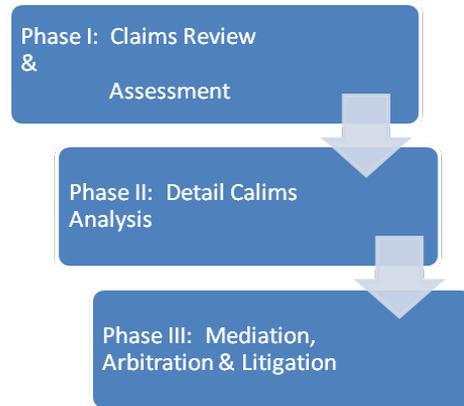
SWPPP - Sediment & Erosion Controls (QSP/QSD)

In order to be in compliance with the new Construction Permit for the State of California, good sediment and erosion controls in addition to good housekeeping practices shall be addressed prior to construction, during construction and after construction. RTEA has certified QSPs and QSDs with CASQA and is rehearsed in best management practices and the implementation of REAP's and reporting process.

Utility Identification and Coordination. RTEA provides utility identification and coordination services for our clients. We assist with mitigation measures and reduce associated risks to the project by providing the following services:

- Identify Utility conflicts early in the design process
- Work with client and design team to modify the design where possible, beginning with utility avoidance. When avoidance is not possible, provide ample lead time to the utility owner and plan relocations when necessary.
- Determine cost liability for utility relocations.
- Proactively approach utility conflicts by providing the utility company with the conflict and proposed solutions or options for resolution to the conflict.
- Maintain Utility Matrix and conduct regularly schedule Coordination Meetings.
- Verification of utility owner's prior property rights outside of franchise agreements. Thorough property title research facilitates a more efficient, expedient project closeout.
- Provide utility investigations, negotiations and exercise established relationships with utility owners

Claims & Risk Management. RTEA identify claims and provide additional analysis for claims compliance. Conduct an assessment of potential magnitude of owner liability and exposure. Provide the client with a detailed claim analysis by conducting schedule/delay analysis, via time impact analysis in addition to providing a cost or damage assessment through means of a cost benefit analysis.



DRB Position Paper Reviews & Preparation. RTEA can generate position papers providing the client with recommendations on how to proceed with contractor claims and making an assessment if the claim has "merit" or "no merit" then provide a detailed analysis or stance with the owner's exposure at hand. If the client makes a decision to dispute the claim, then RTEA can assist the client through mediation, arbitration & litigation support to its general counsel.

Our services encompass:

- Program Management & Project Management & Construction Management: Engineering & Inspection/SWPPP
- PS&E and Constructability Reviews & Value Engineering
- Document control & CCO's/ Project Controls / Program Scheduling & Project Scheduling /Claims & Risk Management
- Manage consultants for ENVE, Permits & ROW documents: EIR/EA, ISEA, Section 106, CEQA/NEPA, NOI

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

March 7, 2014

33. NAME AND TITLE

Regina Talamantez, President

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

Integris Management Group, Inc. (Integris) addresses the needs of agencies and the consulting community with professional construction support services utilizing proven technologies and methodologies. We focus on three areas of expertise: project and construction management and inspection, project controls, and document development services. Our professional staff is composed of registered engineers and licensed architects well versed in providing project management services for transportation projects of any size and support specialists in the fields of scheduling, cost estimating, document control, writing, editing, and graphic design services. **Integris** staff members have decades of experience delivering successful projects in a variety of delivery methods including traditional and design-build. A CUCP-certified **DBE** with Work Codes 8710 and 8715, Integris is also certified by Los Angeles Metro as a **WBE**, **SBE**, and **DBE** firm.

Since the firm's founding in 2010, we have successfully worked as a subconsultant to AECOM for the Caltrans Districts 7 and 12 Structures Inspection Services, providing an Assistant Structures Rep for several bridges, tie back walls, and sound walls along SR-91; we have completed multiple assignments for SANBAG; provided professional services to several construction firms; and are currently providing QA Inspection Services for the Caltrans District 8 I-15/I-215 Devore Junction Goods Movement Design-Build Improvement Project as a subcontractor to Atkinson Construction. Our partnership believes strongly that sound management practices melded with a firm commitment to drive projects with integrity, ethics, and sound judgment are key to producing the most successful construction. We clearly understand the importance of our role in ensuring the best use of construction funds.

Program/Project and Construction Management

Integris provides program/project and construction management professionals to serve as Project Managers, Owner's Representatives, Construction Managers, Resident Engineers, and Inspectors with expertise in both horizontal and vertical construction including highways and bridges, passenger transit, wastewater, and facilities and structures for largely public clients. Our management staff includes registered professional engineers in the fields of civil, structural, and mechanical as well as LEED-accredited professionals. Each has in-depth knowledge in his/her areas of expertise. Our professionals provide expert advice and comprehensive management at any and every stage of a project from early planning through the warranty period.

Integris construction project managers align themselves closely with project controls specialists to ensure that the tools and expertise are in place to minimize risk and position each project to complete on time, within budget, and meet the design intent. Our trained personnel utilize open communication and dispute resolution techniques to minimize conflict and promote a team atmosphere.

Project Controls

Integris project controls services include CPM scheduling, cost engineering, document control, and implementation and maintenance of enterprise project management software solutions.

Scheduling: Working with a variety of scheduling tools, our professionals build, maintain, and analyze project and program schedules. Developing complex master and baseline schedules and providing expert analysis takes the skill to implement the software and, more importantly, the experience in construction means and methods to effectively organize and evaluate the data. Our staff members are experienced in construction methods as well as the technical aspects of CPM scheduling. We thereby provide project managers with the necessary information to make effective decisions and mitigate project risk. Additionally, a quality schedule fosters open communication and helps to develop a dispute free atmosphere throughout the project.



I-15/Nisqualli-La Mesa Interchange Visualization Prepared By Integris for SANBAG. This project is now built and open to traffic.



For Caltrans Contract 59A0761, Integris, as a UDBe, is providing Assistant Structures Rep services for the \$1.87 Billion SR-91 widening, providing inspection of the bridge widenings at the Yorba Linda/Weir Canyon Interchange, Imperial Hwy Interchange, and Lakeview Interchange. We are also inspecting several thousand linear feet of Masonry Sound Wall, Concrete Retaining Wall and Tie Back Walls.

Cost Engineering: Cost estimates are developed at all levels of design from early concepts through construction documents using both Unifomat and Masterformat methodologies. Additionally, **Integris** provides third-party cost estimate reviews, verification of change order costs, and budget versus actual cost analyses. Our cost consultants are knowledgeable in all phases of operations and construction technology and are experienced working closely with owners, designers, and government agencies. Our staff members are proficient in the use of Timberline and MC² software, as well as Microsoft Excel.

Document Control: A central point where all project-related correspondence and documents are logged and tracked is essential to any project. The purpose of the system is to ensure that all project documents and correspondence are processed and stored as required, and in a timely manner. A computerized document tracking system is typically established for this process.



Integris is providing Civil and Structural QA Inspection Services for the I/15-I/215 Goods Movement Design-Build Improvement Project in District 8. The project will reduce traffic congestion and accidents, and improve freeway operation.

I. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

March 7, 2014

33. NAME AND TITLE

Patricia Anne Bywater, Chief Executive Officer

Southstar Team Availability

PROPOSED STAFF	PERCENT OF AVAILABILITY
Daniel Ciacchella, PE	100%
Amr Abuelhassan, PE	100%
Jason Bennecke, PE, MBA, PMP	100%
Yvette Kirrin, PE	100%
Jim Robinson, PE	50%
Mark McAvoy, PE, QSD/QSP	50%
Bryce Johnston, PE, PMP	100%
Jianxiong (Johnson) Yu, PE, PMP	100%
Ruperto (Jun) Dilig, Jr.	100%
Linda Supernaw	40-50%
Rein Lemberg, PhD	40%
Maria Rodriguez-Molina	40%
Regina Talamantez	50%
Hadi Melhem	80%
Laurie Ennd	100%
Kevin Josker, PE	40%
Mahesh Kapoor, PE	100%

March 7, 2014



1700 Iowa Avenue, Suite 250
Riverside, California 92507
Telephone: 951.342.3120
Fax: 951.342.3148

Communication Plan

Mr. Daniel Ciacchella, PE will lead the Southstar Team and will be the primary contact for Caltrans District 8, should there be an immediate and/or emergency staffing need.

Primary Contact:

Mr. Daniel Ciacchella, PE
Executive Vice President / Contract Manager
Southstar Engineering & Consulting, Inc.
Cell: 951.452.6169
danc@southstareng.com

Primary Office Location:

1700 Iowa Avenue, Suite 250
Riverside, California 92507
Phone: 951.342.3120 Fax: 951.342.3148
www.southstareng.com

Sincerely,

Southstar Engineering & Consulting, Inc.

A handwritten signature in black ink, appearing to read "D. Ciacchella", with a horizontal line extending to the right.

Daniel Ciacchella, PE
Executive Vice President
Contract Manger

March 7, 2014



1700 Iowa Avenue, Suite 250
Riverside, California 92507
Telephone: 951.342.3120
Fax: 951.342.3148

Work Force Analysis

Southstar Engineering & Consulting, Inc. is a firm with fewer than 50 employees and is therefore exempt from the Work Force Analysis requirement.

Sincerely,

Southstar Engineering & Consulting, Inc.

A handwritten signature in black ink, appearing to read "Ciacchella", with a long horizontal flourish extending to the right.

Daniel Ciacchella, PE
Executive Vice President
Contract Manger



4344 Latham Street, Suite 130
Riverside, CA 92501

March 7, 2014
Daniel Ciacchella, PE
1700 Iowa Avenue, Suite 250
Riverside, California 92507

Subject: Workforce Analysis

Dear Mr. Ciacchella:

Betkon, Inc. is a firm with fewer than 50 employees and is therefore exempt from the Workforce Analysis requirement.

Very truly yours,
BETKON, INC

A handwritten signature in black ink that reads 'Heather McGuffin'. The signature is written in a cursive style.

Heather McGuffin
President
760-964-1124
hmcguffin@betkon.com

SECTION 5 – WORK FORCE ANALYSIS CHART

Classifications	Caucasian		Black		Hispanic		Asian/ Pacific Islander		Native American/ Native Alaskan		Total California Work Force	
	M	F	M	F	M	F	M	F	M	F	M	F
Executives/Managers	28	3	2	1	6	4	1	3			37	11
Licensed Professional Engineers/ Surveyors/Architects	31		1	1	4		3				39	1
Other Technical/Professional	75	15	5		30	5	8	2	5		123	22
Office/Clerical	7	10		2	3	10	2	1			12	23
TOTAL	141	28	8	4	43	19	14	6	5		211	57
PERCENT OF TOTAL	67	49.1	3.8	7	20.4	33.3	6.6	10.5	2.4		100	100



RT Engineering & Associates, Inc.

March 7, 2014

Daniel Ciacchella, PE
Southstar Engineering & Consulting, Inc.
1700 Iowa Avenue, Suite 250
Riverside, CA 92507

Subject: **Caltrans RFQ 08A2345 – Work Force Analysis to Provide A & E Program/Project Management Support Services in Riverside County**

Dear Mr. Ciacchella,

RT Engineering & Associates, Inc. (RTEA) is pleased to provide program and project management support on the Caltrans District 8, RFQ No. 08A2345 contract.

Due to the fact that we have less than 50 employees, we are exempt from the Work Force Analysis requirement for this RFQ.

Thank you for the opportunity to participate on your team for this project. If you have any questions, please don't hesitate to call me at (909) 855-1807 or email me at reginat@rtengineering.net.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Regina M. Talamantez', written in a cursive style.

Regina M. Talamantez (Stevens), PE
Principal Engineer/President
RT Engineering & Associates, Inc. (RTEA)

Program Management ~ Project Management ~ Construction Management ~ Environmental ~ Public Outreach

Executive Headquarters:

1901 First Avenue Suite 217G
San Diego, CA 92101
(619) 255-7287
Email: reginat@rtengineering.net

Inland Empire Office:

29194 Whitegate Lane
Highland, CA 92346
(909) 855-1807

Work Force Analysis—INTEGRIS MANAGEMENT GROUP

	Caucasian		Black		Hispanic		Asian/ Pacific Islander		Native American/ Native Alaskan		Total Calif. Work Force	
	M	F	M	F	M	F	M	F	M	F	M	F
Executives/Managers		2			1							
Licensed Professional Engineers/Surveyors/ Architects	3						1					
Other Technical/ Professional	2											
Office/Clerical	1	1										
TOTAL	6	3			1		1				8	3
PERCENT OF TOTAL	55%	27%			9%		9%				73%	27%

Please note: Integris Management Group, Inc, has fewer than 50 employees and is therefore exempt from the California Work Force Analysis requirement.

March 7, 2014



1700 Iowa Avenue, Suite 250
Riverside, California 92507
Telephone: 951.342.3120
Fax: 951.342.3148

Nondiscrimination Plan

Southstar Engineering & Consulting, Inc. is a firm with fewer than 50 employees, so it is exempt from the Nondiscrimination Plan requirement.

Sincerely,

Southstar Engineering & Consulting, Inc.

A handwritten signature in black ink, appearing to read "Ciacchella", with a horizontal line extending to the right.

Daniel Ciacchella, PE
Executive Vice President
Contract Manger



4344 Latham Street, Suite 130
Riverside, CA 92501

March 7, 2014
Daniel Ciacchella, PE
1700 Iowa Avenue, Suite 250
Riverside, California 92507

Re: Non-Discrimination Plan

Dear Mr. Ciacchella:

Betkon, Inc. is a firm with fewer than 50 employees and is therefore exempt from the Non-Discrimination requirement.

Very truly yours,
BETKON, INC

A handwritten signature in cursive script that reads 'Heather McGuffin'.

Heather McGuffin
President
760-964-1124
hmcguffin@betkon.com

SECTION 6 – NON-DISCRIMINATION PLAN

Our continued success depends on the full and effective utilization of qualified individuals. Personnel decisions at CALTROP will be based on job-related qualifications and performance. It is our policy to provide equal opportunity to employees and applications for employment without regard to age, race, religion, creed, color, national origin, citizenship, ancestry, physical or mental disability, medical condition, marital status, veteran status, gender or sexual orientation.

The policy includes, but is not limited to advertising or solicitation for employment, job classification, apprenticeship (if applicable), company-sponsored training, education, tuition assistance, promotion, demotion, downgrading, layoff or recall, social and recreational activities and facilities, and other terms, conditions, and privileges of employment. It is CALTROP's intent to actively promote equal opportunity at all times. All employees are expected to act in accordance with these state objectives.

Any employee who feels he or she has been discriminated against should notify the immediate supervisor or the Equal Employment Opportunity Officer.

AFFIRMATIVE ACTION PROGRAM

Supporting the CALTROP commitment to equality of employment opportunity, the company has established an Affirmative Action Program.

This is a management plan that assures measurable yearly improvements in hiring, training, and promoting members from all groups. Our goal is to fairly represent all employees at all levels of responsibility.

RESPONSIBILITY FOR IMPLEMENTATION OF POLICY

Leah Rubi, Human Resource Manager & AA / EEO Officer, is responsible for initiating, administering, and controlling activities to ensure full implementation of this policy and program by applying every good-faith effort to make all aspects of the entire Affirmative Action Program work.

Our Human Resource Manager and AA / EEO Officer serves as a representative for the corporation. Her responsibilities include the overall coordination of the policy throughout the corporation.

The Managing Directors are responsible for the coordination of programs, the continuing audit of practices, and the provision of advice and counsel within their assigned areas of responsibility.

DISSEMINATION OF POLICY

This statement of Equal Employment Opportunity and Affirmative Action Program will be communicated to all employees. New employees will receive a copy upon employment. The subject of equal opportunity will continue to be discussed at least annually at appropriate management and supervisor meetings.

RECRUITMENT AND REPLACEMENT

All recruiting sources, subcontractors, community organizations/agencies, and secondary schools and colleges will continue to be informed of CALTROP's Equal Opportunity Policy.

Continuing contact will be maintained with organizations specializing in the recruitment of minorities, which includes various state employment services. These organizations will be kept advised of job openings on a continuing basis. CALTROP will continue to advertise job openings in advertisements with the phrase "An Equal Opportunity Employer."

All screening procedures, including interviewing and testing shall continue to conform to applicable laws and regulations and accepted personnel practices.

Present employees are encouraged to refer minority - group applications.

TRAINING AND ADVANCEMENT

Opportunity for advancement and promotion from within is an integral part of company philosophy. All vacancies are posted, and any individual is eligible to seek any job he or she desires, for which he or she is professionally qualified. Promotions are made on the basis of merit and length of service, with merit constituting the primary consideration.

Transfer and promotion of employees shall be based upon the employees' qualifications in relation to the requirements of the job. All training programs are administered and conducted in accordance with the Equal Employment Opportunity Policy.

COMPENSATION AND BENEFITS

CALTROP will continue to ensure that all employees shall receive equal pay for equal work, and that opportunities for performing overtime work or otherwise earning increased compensation are provided to all without discrimination. Overtime compensation for non-exempt employees is paid on a time-and-one-half basis.

There is no mandatory retirement age.

All company facilities, including break rooms and food service facilities will continue to be maintained on a non-segregated basis. Also, company-sponsored employee recreational social activities will continue to operate on a non-segregated basis.

HARASSMENT

CALTROP has a policy against harassment. It is illegal for any employee, male or female, to harass another employee by:

- A. Making comments, slurs, jokes, innuendoes, cartoons, pranks, physical harassment, etc. which are derogatory on basis of the employee's protected class membership;
- B. Making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature;
- C. Making submission to, or rejection of, such conduct a basis for employment decisions affecting the employee;
- D. Creating an intimidating, hostile, or offensive working environment by such conduct.

Any employee who believes that he or she has been the subject of harassment should report the alleged act promptly to his or her immediate supervisor and a confidential investigation of the complaint will be undertaken immediately. The question of whether a particular action or incident is prohibited behavior or a purely personal social relationship without discriminatory employment effect requires a determination based on all the available facts in an appropriate investigation. Engaging in harassment of another employee will be subject to appropriate sanctions, depending upon the circumstances, ranging from a warning in his/her file, up to, and including immediate discharge.

REPORTS AND RECORDS

CALTROP will continue to comply with all requirements of Executive Order 11246 on Non-discrimination under federal contracts. Reports pertinent to this order will be submitted to federal, state, or local agencies, as may be required by law of contract.

Copies of annual EEO-1 employment statistics reports will be retained for three years to provide a basis for analysis of the effectiveness of the policy, and to help identify areas where more effective action may be taken.

Internal audit and reporting systems to measure

effectiveness of the total program will be maintained in our Northern and Southern California offices. Each office will submit quarterly updates of these required reports to the Manager of Equal Opportunity, who will maintain composite records for the total corporation.

SUBCONTRACTORS

All subcontractors on government contracts will continue to be notified of our commitments under Executive Order 11246, and of their responsibility under the law.

COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

CALTROP actively promotes Affirmative Action goals and polices in the workplace and on our projects through the methods described in our Affirmative Action Plan. Our commitment to Affirmative Action and Equal Employment Opportunity shows in the percentage of women and minorities employed by CALTROP in managerial, professional, and skilled technical positions; in our consistent achievement of high DBE/SBE/DVBE/MBE/WBE participation on projects; and in our promotion of mentoring and technology transfer on projects.

AFFIRMATIVE ACTION IN THE WORKPLACE

CALTROP's Affirmative Action policy starts with our personnel in executive and managerial positions and continues in professional, technical, and clerical/support areas. CALTROP truly believes in encouraging the hiring and promotion of managerial, technical and professional personnel from minority and female candidates.

ACHIEVEMENT OF MBE/WBE GOALS

On projects, CALTROP typically meets or exceeds stated goals for MBE/WBE/DBE compliance through our emphasis on utilization of minorities and women on our project teams. This practice has enabled us to achieve high percentages for DBE/SBE/DVBE/MBE/WBE involvement on projects.

COMMUNITY OUTREACH AND TECHNOLOGY TRANSFER

CALTROP participates in mentoring, technology transfer, and community outreach programs for minorities and other disadvantaged groups.



RT Engineering & Associates, Inc.

March 7, 2014

Daniel Ciacchella, PE
Southstar Engineering & Consulting, Inc.
1700 Iowa Avenue, Suite 250
Riverside, CA 92507

Subject: **Caltrans RFQ 08A2345 – Non-Discrimination Plan to Provide A & E Program/Project Management Support Services in Riverside County**

Dear Mr. Ciacchella,

RT Engineering & Associates, Inc. (RTEA) is pleased to provide **program and project management support** in Caltrans District 8, RFQ No. 08A2345 contract.

Due to the fact that we have less than 50 employees, we are exempt from the Non-Discrimination Plan requirement for this RFQ.

Thank you for the opportunity to participate on your team for this project. If you have any questions, please don't hesitate to call me at (909) 855-1807 or email me at reginat@rtengineering.net.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Regina M. Talamantez (Stevens)'. The signature is fluid and cursive.

Regina M. Talamantez (Stevens), PE
Principal Engineer/President
RT Engineering & Associates, Inc. (RTEA)

Program Management ~ Project Management ~ Construction Management ~ Environmental ~ Public Outreach

Executive Headquarters:

1901 First Avenue Suite 217G
San Diego, CA 92101
(619) 255-7287
Email: reginat@rtengineering.net

Inland Empire Office:

29194 Whitegate Lane
Highland, CA 92346
(909) 855-1807



Construction Consulting
The Offices at TransPark
2920 E. Inland Empire Blvd.
Suite 104
Rancho Cucamonga, CA 91764
Office: (909) 752-0230
Fax: (909) 483-4927

March 7, 2014

Mr. Daniel Ciacchella, PE
Southstar Engineering & Consulting, Inc.
1700 Iowa Avenue, Suite 250
Riverside, CA 92507

Subject: Nondiscrimination Plan—A&E Program/Project Management Support Services in Riverside County
Reference: RFQ Number 08A2345

Dear Mr. Ciacchella:

Integris Management Group, LLC, has less than 50 employees and we are, therefore, exempt from the Nondiscrimination Plan requirement. Integris Management Group does not discriminate based on race, color, religion, age, sex, sexual orientation, disability, or national origin in our hiring practices.

You may reach me directly at (909) 752-0229 or via my mobile at (909) 534-8471; my email address is bywaterp@integrismg.com.

Sincerely,
INTEGRIS MANAGEMENT GROUP, INC.

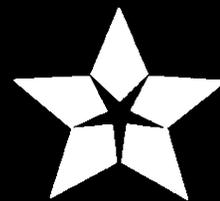
A handwritten signature in blue ink, appearing to read "P. Bywater", is written over a light blue horizontal line.

Patricia Bywater
Chief Executive Officer

/attachments



1700 Iowa Avenue, Suite 250 Riverside, California 92507
Tel: 951.342.3120 Fax: 951.342.3148



SOUTHSTAR
engineering
& consulting, inc.

Program/Project Management Support Services
Clarifying follow-up questions based on the Statement of Qualifications (SOQ)
Southstar Engineering and Consulting, Inc.

██████████ (Riverside)

Question for Yvette Kirrin:

- 1- In the SOQ, Yvette Kirrin's experience on Joint Port of Entry Project (EA 36850) is shown from 2005 to current. Please have Yvette clarify her current involvement in the project.

RESPONSE: Yvette Kirrin was assigned as Caltrans Project Manager on the Joint Port of Entry Project (EA 36850) from 2005 until April 2009. The project was then re-assigned to Jason Bennecke from April 2009 to present.

Questions for Contract Manager:

- 2- Duncan Canyon Road Interchange project (EA 0H130) is a Caltrans project. Why did Southstar choose to get reference from the City of Fontana when work was performed for Caltrans?

RESPONSE: The City of Fontana is the lead Agency on the Duncan Canyon Road Interchange project (EA 0H130). Mark Lancaster was the assigned Caltrans Project Manager. Southstar attempted to obtain a reference from Caltrans on this project. The Southstar representative misunderstood the information provided by Caltrans and obtained a reference from the City of Fontana.

- 3- It appears that Southstar works as a subconsultant on other contracts in the County of Riverside. Does Southstar represent other agencies in Riverside County, and do you have a potential for Conflict of Interest in the County of Riverside projects if you are awarded this Contract? If so, how do you plan to mitigate this conflict?

RESPONSE: Southstar has contracts with several Agencies in the County of Riverside. The scope of those contracts include construction management, utility coordination, document control, and inspection services. Southstar does not have nor does it intend to pursue any contracts that could have a potential for conflict of interest. There is no direct interaction between the Caltrans project management services contracts and the other contracts. A list of contracts and/or a copy of those contracts are available to Caltrans for review upon request. As we have done in the past, Southstar will consult with the Caltrans contract manager should there be a potential for even the appearance of a conflict of interest. Southstar does not pursue any construction management and/or inspection services contracts on projects for which Southstar is performing services as a Caltrans Project Manager. In fact, Southstar has foregone opportunities to prime several different construction management opportunities with local agencies because a Southstar employee (Jason Bennecke) was working as the Caltrans Project Manager, e.g. City of Moreno

Program/Project Management Support Services
Clarifying follow-up questions based on the Statement of Qualifications (SOQ)
Southstar Engineering and Consulting, Inc.

Valley – Nason and Moreno Beach interchange improvements (EA's 32301, 32302), City of Murrieta – California Oaks I/C (EA 0A490), County of Riverside – Clinton Keith I/C (EA 0F580).

4- Are there any changes or errors in the SOQ that was submitted to Caltrans?

RESPONSE: We know of two errors:

- Yvette Kirrin was erroneously listed as being the Caltrans Project Manager on the Joint Port of Entry Project (EA 36850) from 2005 to present. Yvette's services on this project terminated in April 2009.
- Tim Wassil was inadvertently excluded in the team roster and organizational chart. Mr. Wassil is available to work full time as a Project Manager on any of the Caltrans contracts at Caltrans' discretion. Mr. Wassil's resume is attached, and his name has been included in the cost proposal.