



San Gabriel Valley Council of Governments Capital Projects and Construction Committee

Meeting Agenda

Monday, December 17, 2018 12:00PM

West Covina Community Center, 1st Floor

1444 West Garvey Avenue South, West Covina, CA 91791

Members of the public may comment on any item on the agenda at the time it is taken up by the Committee. We ask that members of the public come forward to be recognized by the Chair and keep their remarks brief. If several persons wish to address the Committee on a single item, the Chair may impose a three-minute time limit on individual remarks at the beginning of the discussion.

West Covina City Hall is accessible to persons using wheelchairs and with other disabilities. Informational material will be available in large print. Assistive listening devices, materials in other alternate formats, American Sign Language interpreters and other accommodations will be made available upon request. Requests should be made to Deanna Stanley at 626-962-9292 ext. 142 or dstanley@theaceproject.org
Providing at least 72-hour notice will help ensure availability.

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|-------|--|--------------|-------------|
| I. | Pledge of Allegiance | | |
| II. | Roll Call and Introductions | | |
| III. | Public Comment | | |
| IV. | Approval of the Capital Projects and Construction Committee Meeting Minutes of November 26, 2018 | Pages 1 – 4 | Action |
| V. | Chairman's Remarks | | |
| VI. | Member Comments | | |
| VII. | Chief Engineers Monthly Report | Pages 5 – 6 | Information |
| VIII. | Project Construction Progress Reports | | Information |
| IX. | Election of Vice Chair | Page 7 | Action |
| X. | Approval of Selection of Riverside Construction for the Construction Contract for the Durfee Avenue Grade Separation Project | Pages 8 – 50 | Action |

The SGVCOG's Capital Project and Construction Committee consists of five (5) regional districts; Northeast, Southeast, Central, Southwest, Northwest, the County of Los Angeles and the San Gabriel Valley Council of Governments. Members of the former Alameda Corridor-East Construction Authority (ACE) Board shall maintain a seat on the Committee unless or until completion of all ACE Project(s) in their respective cities. Each member or alternate shall have one vote. A quorum is 50% of its membership. Action taken by the Committee shall be by simple majority of the members present. All disclosable public records related to this meeting are available at www.theaceproject.org and viewing at the Rivergrade Road office during normal business hours.

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| XI. | Approval of Award of Contract to Veoride for the SGVCOG Bike Share Project | Pages 51 – 55 | Action |
| XII. | Approval of Amendment to Resolution of Necessity No. 16-02 for the Durfee Avenue Grade Separation Project | Pages 56 – 60 | Action |
| XIII. | Approval of Sole Source Contract with Southstar Engineering for Interim Contracts Management Services | Pages 61 – 109 | Action |
| XIV. | Approval of Contract to Simplex Management for Project Management Services for the Fullerton Road Grade Separation Project | Pages 110 – 156 | Action |
| XV. | Approval of 2019 Capital Projects Federal and State Legislative Program | Pages 157 – 159 | Action |
| XVI. | Approval of 2019 Capital Projects Committee Meeting Schedule | Pages 160 | Action |
| XVII. | Closed Session: The Committee will adjourn to closed session in accordance with Government Code Section 54956.9 Conference with Legal Counsel to discuss existing litigation (one case)

ACE vs. Majestic Realty Los Angeles Superior Court Case No. BC629310 | | Possible Action |
| XVIII. | Adjournment | | Action |





SGVCOG Capital Projects & Construction Committee November 26, 2018 Meeting Minutes

Chair Costanzo called the meeting of the San Gabriel Valley Capital Projects and Construction Committee to order at 12:02PM at the City of West Covina Community Center.

1. **Pledge of Allegiance** – Committee member Moss lead the pledge of allegiance.

2. **Roll Call:**

In attendance was:

Juli Costanzo, Chair, San Gabriel
Victoria Martinez, Vice Chair, El Monte
Barbara Messina, City of Alhambra
Becky Shevlin, City of Monrovia
Cory Moss, City of Industry
Hilda Solis, LA County Board of Supervisor
Jack Hadjinian, City of Montebello
Nancy Lyons, City of Diamond Bar
Sam Pedroza, City of Claremont
Tim Sandoval, City of Pomona

Staff:

Mark Christoffels, Chief Engineer
Gregory Murphy, Burke Williams & Sorensen, legal counsel
Amy Hanson
Mark Mendoza, Paragon Partners
Paul Hubler
Phil Balmeo
Ricky Choi

Guests:

Bill Swindle, LACDPW
Josh Nelson, City of Industry/CNC
John Burton, LACDPW

3. **Public Comment** – There was no public comments.
4. **Approval of the Capital Projects & Construction Committee Meeting Minutes of October 22, 2018** – A motion was made by member Solis and seconded by member Sandoval to approve the meeting minutes of October 22, 2018.

M/S/C/Solis/Sandoval/Unanimous

5. **Chairman Remarks** – Chairperson Costanzo congratulated the members who were successful in their re-election campaigns. She expressed her appreciation to the voters for supporting the tax measures needed for infrastructure programs. She announced that the Southern California Chapter of the American Public Works Association is giving the San Gabriel Trench project an outstanding project award. The award will be presented on December 12. Chairperson Costanzo also congratulated member Hadjinian on his recent marriage.
6. **Member Comments** – Member Solis expressed her appreciation to staff for educating the public on the benefits of the SB1 bill. She also announced the passing of the storm water and conservation measure.
7. **Chief Engineer's Monthly Report** – Paul Hubler presented the recent election results specific to the San Gabriel Valley's legislative delegation and the projects assigned to the Committee.

Mr. Christoffels announced the departure of the ACE Contracts Manager and that due to the sudden position vacancy, an interim Contracts Manager has been obtained until the position is permanently filled. He indicated that a contract for the interim position will be brought to the Committee in December for approval.

Mr. Christoffels announced that the Durfee Avenue construction bids were received and the lowest bidder was 24% over the engineer's estimate, which may require us to reevaluate the remaining projects and adjust anticipated expenditures for potential increases. He indicated that the price of labor and commodities increasing could be the reason for such high bids. He reported that a contract award would be brought to the Committee in December.

8. **Project Construction Progress Reports** – Mr. Christoffels reported on the project updates at Fairway Drive and Fullerton Road. He indicated that the Brea Canyon on and off ramps at the 60 Interstate freeway are currently being removed after the completion of construction of the Lemon Avenue ramps for the Fairway Drive grade separation project. He showed the progress of the Fullerton Road paving of the roadway and the recent relocation of a large storm drain.
9. **Approval of Close out of Construction Contract with OHL USA, Inc. and Acceptance of the Puente Avenue Grade Separation as Substantially Complete** – Mr. Christoffels reported that the Puente Avenue grade separation project has been substantially completed. He indicated that the SBE goal of 11% was met, that the project employed 644 workers, 53 of which were local, 40 subcontractors were used, two of which were from the San Gabriel Valley. He asked for a motion to approve the closeout of the construction contract.

A motion was made by member Solis and seconded by member Sandoval to approve the closeout of construction contract with OHL USA, Inc. and accept the Puente Avenue grade separation project as substantially complete.

M/S/C/Solis/Sandoval/Unanimous

10. **Approval of Contract Close Out of Contract with Walsh Construction Company and Acceptance of the San Gabriel Trench Project as Substantially Complete** – Mr. Christoffels indicated that the San Gabriel Trench project had a change order percentage of -1% which is a very good outcome. He asked for a motion to approve the acceptance of the San Gabriel Trench as substantially complete and to close out the contract with Walsh Construction.

A motion was made by member Sandoval and seconded by member Lyons to approve the contract closeout with Walsh Construction Company and accept the San Gabriel Trench project as substantially complete.

M/S/C/Sandoval/Lyons/Unanimous

Chairperson Costanzo announced that now that the San Gabriel Trench project is officially complete, her position as member and Chair has been fulfilled. She stated that she is honored to have served first as Vice Chair then as Chair over the past several years and she is passing the gavel over to our Vice Chair Victoria Martinez to assume the position as Chair.

Mr. Christoffels announced that the bylaws written for Board members are to stay on the Committee until the project in their city is complete, however the SGVCOG Governing Board recently voted member Costanzo to stay on our Committee as an alternate and therefore will still be involved in our projects.

The new Chairperson Martinez led the remainder of the meeting. She indicated that elections for the seat of Vice Chair will be held at the December meeting.


11. **Approval of Amendment No. 2 with Rowland Water District for the Fullerton Road Grade Separation Project** – Mr. Christoffels reported that the Board previously approved an agreement with Rowland Water District for water line relocation work at Fullerton Road. He indicated that additional lines were discovered after the work began that require relocating. He reported that the original contract amount was for \$2,225,898 and the additional expenditures are expected to be \$329,373.

A motion was made to authorize the Chief Engineer to execute an amended agreement with Rowland Water District for the Fullerton Road grade separation project for a revised amount of \$2,555,271.

M/S/C/Solis/Sandoval/Unanimous

12. **Receive and File Agreement No. 18-01 with CWE for Preliminary Engineering and Final Design Services for the Load Reduction Strategy Projects for the Rio Hondo River and Tributaries** – Mr. Christoffels announced that the agency will be bringing all executed contracts to the Committee to receive and file. He indicated this is a final agreement with the California Watershed Engineering Corporation (CWE) for preliminary design services for the Load Reduction Strategy Projects for the Rio Hondo River and Tributaries.

No action was required.
13. **Outgoing Committee Member Recognition** – Chairperson Martinez recognized the outgoing members for their participation and service to the Capital Projects and Construction Committee and to the ACE Board. The Committee presented plaques to members Sam Pedroza, Barbara Messina, and Juli Costanzo.
14. **Adjourn** – The meeting adjourned at 12:36pm in honor of Patricia Wallach former SGVCOG member and ACE Board member and long-time member of the El Monte City Council. The next meeting will be held on December 17th.

X 

Amy Hanson
Assistant Clerk



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: December 17, 2018

SUBJECT: Chief Engineer's Monthly Report

The following are items of note since the last meeting:

Staff attended the California Transportation Commission meeting on December 5th and provided a joint agency letter advocating for the Commission to allow project savings from the Proposition 1B Trade Corridor Improvement Funds to be used on future projects. This would allow up to \$20 million funding of the Trench and Puente projects to be used on future projects. The CTC will take this item up at their March 2019 meeting.

Contracting –The SGVCOG has delegated the Chief Engineer the authority to approve new contracts or change orders for previously approved contracts within certain limits, with a requirement that staff formally report such contract action. The following has been approved since the last Committee meeting:

Consultant/Vendor	Reason for Change	Change Amount	Total Contract Value
Southstar Engineering	Emergency contract for Interim Contract Management Services	\$5,000	\$5,000
Epic Land Solutions, Inc.	Additional ROW services for Nogales Street grade separation project.	\$ 860.00	\$ 3,432,376.00
HDR Engineering, Inc.	Extend Task Order No. 2 term through June 30, 2019 for Pomona At-Grade Crossing Safety Improvement Project	\$ 0.00	\$ 59,240.00
HDR Engineering, Inc.	Extend Task Order No. 3 term through June 30, 2019 for Montebello Blvd. Grade Separation Project	\$ 0.00	\$ 609,529.00
HDR Engineering, Inc.	Extend Task Order No. 3A term through June 30, 2019 for Pomona At-Grade Crossing Safety Improvement Project	\$ 0.00	\$ 24,734.00
HDR Engineering, Inc.	Extend Task Order No. 3B term through June 30, 2019 for Maple Avenue Overhead Project	\$ 0.00	\$ 98,903.00

HDR Engineering, Inc.	Extend Task Order No. 3B term through June 30, 2019 for Turnbull Canyon Road Separation Project	\$ 0.00	\$ 328,118.00
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Community Outreach Update – Staff conducted the following project outreach activities:

- Conducted ongoing community outreach and support activities for the Fairway Drive, Fullerton Road, Durfee, and Montebello grade separation projects.

MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: December 17, 2018

SUBJECT: Election of Vice Chair

The Capital Projects and Construction Committee ("Committee") is currently made up of ten (10) representatives as set forth in the San Gabriel Valley Council of Governments bylaws. The representatives select two officers: a Chair and a Vice Chair. At the Committee's last meeting of November 26, 2018, the then-Chair Juli Costanzo completed her term as a representative due to the San Gabriel Trench project being formally closed out by the Committee. Vice Chair Victoria Martinez assumed the role of chair of the remainder of that meeting.

At this time, the Committee is asked to first ratify the elevation of Committee Member Martinez to the role of Chair, and then to elect a Vice Chair from among the other nine (9) representatives. The next scheduled election of Committee officers will take place in July 2019 in accordance with Council of Governments general practice.

MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: December 17, 2018

SUBJECT: Approval of Award of a Construction Contract to Riverside Construction Company, Inc. for the Durfee Avenue Grade Separation Project

RECOMMENDATION: Staff recommends that the Committee authorize the award of a contract to Riverside Construction Company, Inc. (Riverside) for construction of the Durfee Avenue grade separation project in the bid amount of \$43,957,683.20.

BACKGROUND: At the July 2018 meeting, the Committee approved the plans, specifications and estimate and authorized staff to solicit bids for the Durfee Avenue Grade Separation construction contract.

The Durfee Avenue grade separation project is located on the Union Pacific Railroad (UPRR) Los Angeles Subdivision within the City of the Pico Rivera. The grade separation of Durfee Avenue and the UPRR tracks will be accomplished by lowering the roadway under the railroad tracks. A rail bridge structure will support the existing two mainline tracks plus a maintenance road or future third track as required by the UPRR. Stephens Street to the south of the rail right-of-way and Walnut Avenue to the north will also be lowered to maintain connectivity with the lowered Durfee Avenue.

Major components of the work consist of the construction of temporary tracks (also known as shoofly tracks), the rail bridge, retaining walls, the lowered roadways, improvements to private properties to ensure access is maintained during and after the project construction, utility relocations and modifications, a pump station, traffic striping and signing, and landscaping and irrigation.

All work associated with this project will be done while maintaining the two existing rail mainline operations at all times. Durfee Avenue will be temporarily closed while work on the bridges, retaining walls, and lowered roadway are underway. Traffic will be diverted to Rosemead Boulevard via Whitter Boulevard and Beverly Road during the closure.

The following bids were received on November 20, 2018:

1. Riverside Construction Company, Inc.	\$43,957,683.20
2. OHL USA, Inc.	\$48,063,628.78
3. SEMA Construction, Inc.	\$48,330,397.01 ^{a)}

4. Sully-Miller Contracting, Inc.	\$48,478,514.17
5. Ortiz Enterprises, Inc.	\$49,283,597.93
6. Griffith Company	\$49,866,430.54
7. Steve P. Rados, Inc.	\$51,321,256.18 ^{a)}

a) Mathematically accurate bid total.

All bids were reviewed and determined to be accurate. Official bid results were issued on November 27, 2018.

Riverside's bid appears to be complete and responsive. Riverside's bid was 13.2% more than the agency estimate. Heavy construction in the Los Angeles region has shown volatility and most agencies are experiencing significant net increases in costs in the past six months with their major projects (including the recent Gold Line bids) with bids around 25 to 30% more than anticipated. Staff does not expect that the bid results would change if the bids were to be rejected and the project re-bid. In fact, staff believes that the three to four month delay in the re-bidding of the project could actually result in bids being further escalated. In addition, by not awarding a project at this December Committee meeting, the SGVCOG could forfeit \$5.3 million in grant funds. The California Transportation Commission allocated \$2,620,000 in Trade Corridor Improvement Funds and \$2,706,000 in Highway Rail Crossing Safety Account program funds to the project with the condition that the SGVCOG remain compliant with state Prop 1B funding program requirements of contract award within six months (December 2018) of this fund allocation.

Riverside Construction appears to be qualified to perform the work specified in the contract. The bid was issued under the Federal Disadvantaged Enterprise (DBE) Program. The project had established a 12% DBE goal. Based on staff's evaluation, Riverside Construction has committed to a 2.2% DBE goal. Per federal requirements, any contractor submitting a bid with less than the established goal must provide documentation of a "good faith effort (GFE)". Riverside Construction submitted this documentation within the specified time period and staff deemed the GFE documentation as complete.

The protest period concluded on December 4, 2018 and a bid protest was received from the second lowest bidder, OHL USA Inc. Riverside Construction was requested and submitted a rebuttal to the bid protest. Both the bid protest and rebuttal documents were submitted to the agency's legal counsel for review and analysis. Legal counsel responded with the following:

SGVCOG asked me to analyze OHL USA's protest of the anticipated award to Riverside Construction regarding the Durfee Avenue Grade Separation Project, IFB 18-02. In its December 3, 2018 bid protest letter, OHL USA makes two arguments. The first regards the supposed failure of Riverside to list one of the approved MCI installers. The second argument involves the adequacy of Riverside's DBE good faith effort.

MCI Installer Issue

On the issue of the installer, OHL misconceives Riverside's obligations. The bid instructions outline what is required of a bidder to make it responsive. The remainder of the contract obligations, including use of an MCI approved installer, are contract performance obligations for which a performance bond will be provided, but which are not responsiveness issues.

If Riverside failed to use an approved MCI installer, they would be in breach of the contract. There was no part of the solicitation which I have seen which require that there be a direct subcontract with an approved installer or that an approved installer be named in the bid. This is not a responsiveness issue.

Many bid protests raise listing issues as the basis for a bid protest. I have questions about whether the Public Contract Code provisions on listing can be used as the basis for a bid protest. Regardless, there is nothing in the Public Contract Code precluding Riverside's first-tier electrical subcontractor from hiring the MCI approved installer. Further, the burden is on the protestor and there is no objective proof in OHL's protest showing that even if Riverside directly hired the MCI installer that the contract would exceed ½ of 1% of the bid. However, that issue is moot, since I am informed by SGVCOG that Riverside did list its electrical subcontractor. Riverside's counsel states in its December 5, 2018 letter that the Riverside listed electrical subcontractor will in turn hire the MCI installer. Nothing precludes Riverside from doing so.

DBE Good Faith

The protestor has the burden that there has been other than good faith. They need to show that SGVCOG was arbitrary or capricious in determining that Riverside met the DBE good faith requirement. I know that SGVCOG hires a consultant to review bidder's good faith efforts and determined that Riverside had met its obligation. I did not review the good faith package, but OHL's primary argument is that it met the DBE goal and Riverside did not. That alone is not sufficient to overturn SGVCOG's determination that Riverside met the good faith effort requirements.

Conclusion: *Based on the solicitation, the OHL USA bid protest and other information provided to me, OHL USA has failed to meet its burden to overturn the intent to award to Riverside.*

LUBKA & WHITE LLP
WWW.LUBKAWHITE.COM

Laurence P. Lubka

On this basis, staff is recommending the Committee reject the bid protest and proceed with the award of the contract to the low bidder, Riverside Construction.

Based on a Committee award in December, the contractor would be provided a Notice to Proceed in May, 2019 with the project expected to be completed in May, 2022.

BUDGET IMPACT: Funds for this construction contract are available from TCIF, HRCSA, SAFETEA-LU, and MTA Measure R funds and have been budgeted.



OHL USA

1920 Main Street, Suite 310 Irvine CA 92614 | Phone 949/242-4432 Fax 949/231-1255 | www.ohlusa.com

December 3, 2018

San Gabriel Valley Council of Governments – ACE Project
4900 Rivergrade Road, Suite A120
Irwindale, California 91706

ATTN: Contracts Manager

RE: Durfee Avenue Grade Separation Project, IFB 18-01
Bid Protest

Contracts Manager,

In accordance with the San Gabriel Valley Council of Governments (SGVCOG) contract bid protest procedures, please accept this letter as OHL USA, Inc. DBA Group OHL USA, Inc. (OHL) formal protest of the bid submitted by Riverside Construction Inc. (Riverside) for Contract No. 18-02 (the "Contract"). OHL seeks a determination that the bid submitted by Riverside be deemed non-responsive and the contract awarded to OHL as the lowest responsive and responsible bidder.

Bids for this contract were opened on November 20, 2018. Riverside was the apparent low bidder, and OHL was the apparent second-low bidder. OHL is protesting on the following two issues.

1. The listed subcontractor (MSL) to perform the MCI scope of work is not on the specification approved list.
2. OHL would like to bring to SGVCOG's attention the fact that Riverside did not meet the twelve (12%) percent DBE contact goal for this Project, nor did they make adequate good faith efforts to meet the goal. The good faith effort documentation submitted by Riverside was clearly pro forma and is completely inadequate because it lacks the quality, scope, Intensity, and appropriateness to meet the stated participation goals. While checking the boxes for content the documentation submitted by Riverside lacks purpose and follow through and concern immediately prior to bid submission. There does not appear to have been any concern or action taken to increase DBE participation prior to bid submission, even though there were clear options available to do so.

These failures constitute material defects that cannot be waived and render the bid by Riverside non-responsive.

1. MSL Electric was listed the subcontractor performing the MCI Relocation. Per the specifications appendix AA "MCI facilities will be relocated as shown on the plans using a MCI approved installer, as listed in approved installers below. Per the attached section you will see that MSL is not on the list. Riverside should be found non responsive for listing a subcontractor not qualified to do the work giving Riverside a material advantage over the other bidding



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contractors and OHL. The lowest quote OHL received from approved installers was far in excess of the one-half of one percent (0.50%) threshold for listing subcontractors.

2. Riverside Did Not Meet the DBE Goal and Did Not Make Adequate Efforts to Meet the Goal. A responsive bid agrees to do what the bidding instructions require. *MCM Construction, Inc. v. San Francisco*, 66 Cal.App. 4th 359, 369 (1998). A responsive bid is one that is in strict and full compliance with all material terms of the bid package. *Menefee v. Fresno*, 163 Cal.App.3d 1175 (1985) (illustrating the rules governing bid responsiveness for public works contracts). As set forth below, Riverside failed to follow the bidding instructions when it submitted its bid. Accordingly, Riverside's bid is non-responsive and should be disqualified.

Pursuant to the IFB, Section 1-3, bidders for this Contract are required to "make work available to DBEs and select work scopes consistent with the available DBE's, including subcontractors, suppliers, Service providers, and truckers." Bidders are further required to "meet the DBE goal shown on the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal." The DBE goal for this Contract was 12%. Riverside submitted its DBE Commitment and only claimed 2.2% DBE participation, a woefully inadequate level of participation.

The inadequate level of DBE participation in Riverside's DBE commitment form demonstrates a lack of good faith effort to meet the goal. Riverside's inadequate efforts to meet the DBE Contract goal are highlighted by the ability of OHL to exceed the 12% goal. The purpose of the good faith effort requirement is to evaluate whether the bidder made adequate efforts to make the goal but, despite those good faith efforts, was unable to meet the goal. As the United States Department of Transportation explains in its guidance materials, this means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of Part 25 which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful... The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal."

That does not appear to be the situation in this case. Riverside could have met the goal if they had been more active' and "aggressive" in trying to obtain DBE participation. Indeed, OHL exceeded the DBE goal for this contract. The IFB Specifications, Section 1-9, states that SGVCOG may consider the DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal. Further, as explained in Appendix A of the Federal Regulations, 49 CFR 26 -Guidance Concerning Good Faith Efforts, "In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal." Furthermore, the current review standard pursuant to 49CFR26 Appendix A IV(D)(2)



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specifically does not authorize a prime contractor to reject DBE quotes if they are higher than performing the work through a non-DBE and/or through its own forces. Riverside received quotes from viable DBE subcontractors and suppliers and knew the DBE goal would not be met on bid day, yet made the business decision to choose non-DBE firms and to self-perform work because the quotes received from the DBEs were deemed above unspecified internal cost margins set by Riverside.

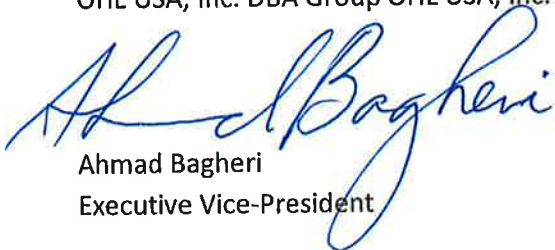
In essence, documented good faith efforts are meant to evidence that the bidder did all it could to reasonably meet the DBE goal, but despite those efforts, was unable to obtain the needed DBE participation. The fact that OHL was able to exceed the DBE goal demonstrates that Riverside did not do everything it reasonably could to meet the goal.

3. Conclusion

Section 49 CFR Part 26, Appendix A requires that a bidder exhaust all reasonable means necessary to comply with the DBE goals of the project. Riverside did not satisfy this requirement. Clearly, Riverside did not have the DBE goals in mind when selecting or rejecting DBE firms. Further, the good faith effort documentation submitted by Riverside indicates that they did not select the portions of the work in a manner that would increase the likelihood that the DBE participation goals would be achieved, Riverside's documents show minimal work was made available and no work that would normally be performed by the prime contractor's own forces (see attachment). Also the documentation does not illustrate adequate follow up to obtain the goal. No phone outreach is documented, Riverside showed only a small amount of follow up by email. In addition, all of the DBE's rejected by Riverside, OHL also rejected and OHL was able to meet the goal by doing an active and aggressive good faith effort outreach, also making work available normally performed by our own forces. The fact that OHL was able to exceed the DBE goal demonstrates that Riverside did not do everything they reasonably could to meet the goal and their bid should be rejected as non-responsive. OHL should be awarded the contract as the lowest responsive and responsible bidder.

Should you have any questions or require additional information, please contact Craig Huss, Chief Estimator at 949/242-4432 or by email, Craig.Huss@ohlusa.com.

Thank you,
OHL USA, Inc. DBA Group OHL USA, Inc.



Ahmad Bagheri
Executive Vice-President

Attachment 1 MCI Specification
Attachment 2 Scope of Work
Attachment 3 Follow-Up Log

MCI RELOCATION

- A. MCI facilities will be relocated as shown on plans using a MCI approved installer, as listed in "Approved Installers" below. If a discrepancy arises between another Technical Specification section and this section, the information in the General Specification prevails.
- B. Install conduits, ductwork, bends, risers, pullboxes, handholes, ground rods, concrete and other materials required for the MCI facility relocation. The Contractor will furnish these items as called out in the MCI Plans and conforming to the "Materials" section below.
- C. Notify the Engineer at least 45 days before the Contractor is ready for utility relocation. The Engineer will notify the utility owner.
- D. Close coordination between the Contractor, SGVCOG, and MCI will be required during the performance of the work in MCI relocations.
- E. All work to be performed for MCI relocation shall be coordinated with the Engineer, SGVCOG and the MCI representative prior to commencing any work.
- F. NO utility relocation work shall be conducted by the contractor without a MCI representative on-site to monitor these activities.
- G. Contractor shall allow access to the work area for the Engineer and MCI representative for inspection during these activities.
- H. MCI utility relocations are subject to MCI inspection and approval prior to the utility relocations being accepted by the Engineer. If repairs or replacements of contracted work are deemed necessary by the Engineer, Contractor shall repair and provide replacement at no extra cost to SGVCOG. Repairs and replacements shall be subject to MCI's approval.
- I. The Contractor shall comply with the following requirements:
1. Provide all trenching, boring, backfilling and placement of this system as shown on plans.
 2. Unless specified on drawing, a minimum of 48 in. cover below Right of Way flow line shall be maintained.
 3. All other utilities must maintain a minimum 12 in. of separation from all MCI ducts. MCI ducts must maintain 6" of separation of concrete when crossing over a power conduit pathway.

4. The Contractor shall be responsible for obtaining necessary Right of Way excavation permits and pay for all inspection fees.
5. All PVC conduit sweeps and bends with radius of less than 50ft. shall be encased in concrete.
6. Conduit termination in a manhole must be encased in concrete for at least 15 in. outside of manhole wall to minimize shearing action from backfill settlement.
7. All ducts must be quality checked by drawing a mandrel of proper size through all ducts prior to the acceptance of the conduit system in the presence of the MCI facilities inspector.
8. Any deviation from the MCI specifications or plans must have prior approval by the MCI facilities inspector or MCI engineer.
9. Conduit bends in a trench line that is to be provided and placed by the Contractor shall have a minimum 100' of radius (unless otherwise specified).
10. All pull-boxes and handholes placed must be MCI approved and be 20K traffic rated. MCI approved ground rods shall be placed at all Manholes and Pullboxes. Ground rods must be 5/8" x 8' galvanized or copper rods (do not cut). All Manholes & pullboxes to be set on 12" thick bed of 3/4" rock.

APPROVED INSTALLERS

A. Only installers approved by MCI as shown in the table below will be accepted as an approved installer.

MCI Approved Installers

Supplier Name	Contact Person	Phone Number	Email Address
Arizona Pipeline	Ernie Bernard	951-270-3100	ebarnard@arizonapipeline.com
Ferreira Construction	Brandon Pensick	626-710-0701	bpensick@ferreiraconstruction.com
Herman Weissker	Rick Russell	951-288-6949	rick.russell@hermanweissker.com
HHS Construction Inc.	Brett Johnson	909-376-8976	brett@hhsconstruction.net
Pacific West Communications (PWC)	Cathie Price	951-232-7597	cathie@pwcinc.ws
SECC Corp	Jeff Patrick	909-393-5419	jeff@secc-corp.com
Tidwell Excavating	Tim Goodwin	805-647-4707	tgoodwin@tidwell-inc.com
Vantage Utility Services	Eric Torres	909-821-9120	etorres@vus-llc.com
VCI Telecom, Inc.	Joe Claveau	909-946-0905	jclaveau@vcicom.com

* *

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

** →

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
ABSL Construction	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18
Ace Fence Company	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18
California Professional Engineering	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18
Caliagua, Inc.	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18
Diversified Landscape	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18

Please see attached for additional DBE firms that were contacted

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

Attachment 2
scope of work

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract
	PLEASE SEE ATTACHED EXHIBIT "A"			

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

Names, addresses and phone number of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

PLEASE SEE ATTACHED EXHIBIT "B"

Attachment 2 Scope of Work

EXHIBIT A

All No



ITEMS MADE AVAILABLE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	BREAKDOWN	DOLLAR AMOUNT	PERCENTAGE
A.C. PAVING	NO	NO	\$510,175.00	1.16%
ELECTRICAL - SIGNAL & LIGHTING	NO	NO	\$1,039,901.00	2.37%
FENCE	NO	NO	\$869,980.00	1.98%
LANDSCAPE & IRRIGATION	NO	NO	\$540,746.00	1.23%
MASONRY	NO	YES	\$2,301,918.10	5.24%
PILING - CIDH, DRIVEN, SECANT	NO	NO	\$2,225,900.00	5.06%
PRECAST GIRDERS	NO	NO	\$323,705.00	0.74%
REINFORCEMENT	NO	NO	\$888,949.00	2.02%
STRUCTURAL STEEL (BRIDGE)	NO	NO	\$3,237,900.00	7.37%
TRACK WORK	NO	NO	\$1,523,982.15	3.47%

50,64%

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

** →
Attachment 3
Follow up log

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
ABSL Construction	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18
Ace Fence Company	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18
California Professional Engineering	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18
Caliagua, Inc.	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18
Diversified Landscape	10/11/18	Email - 10/17/18, 11/5/18, 11/16/18

Please see attached for additional DBE firms that were contacted

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

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract
	PLEASE SEE ATTACHED EXHIBIT "A"			

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

Names, addresses and phone number of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

PLEASE SEE ATTACHED EXHIBIT "B"				

2/24

INC.			2018 03:25:17	2018 12:45:14					
<input type="checkbox"/>	A S TWINZ TRUCKING	38037	Yes	10-11-2018 03:30:15	10-17-2018 12:50:15	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	A-1 ORNAMENTAL IRON WORKS, INC.	32142	Yes	10-11-2018 03:40:14	10-17-2018 01:00:21	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	A.B. HASHMI, INC.	32412	Yes	10-11-2018 03:45:18	10-17-2018 01:05:11	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	A.C. PAVING COMPANY	40654	Yes	10-11-2018 03:50:18	10-17-2018 01:10:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	A1 PRECISION BUILDERS	40476	Yes	10-11-2018 03:55:17	10-17-2018 01:15:18	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	AARDVARK BIOLOGICAL SERVICES LLC	42985	Yes	10-11-2018 04:00:13	10-17-2018 01:20:17	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ABBE & ASSOCIATES LLC	42259	Yes	10-11-2018 04:05:11	10-17-2018 01:25:15	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ABT PRODUCTS AND SERVICES LTD	42662	Yes	10-11-2018 04:10:09	10-17-2018 01:30:19	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	AC-DC ELECTRIC	31317	No			Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ACCENT ENGINEERING & CONSTRUCTION INC.	41705	Yes	10-11-2018 04:15:18	10-17-2018 01:35:25	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ACCESS PACIFIC, INC.	42160	Yes	10-11-2018 04:20:16	10-17-2018 01:40:21	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ACE FENCE COMPANY	34153	Yes	10-11-2018 02:40:13	10-17-2018 12:05:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ACME SAFETY & SUPPLY CORP	30511	Yes	10-11-2018 04:25:14	10-17-2018 01:45:16	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ACTIVE BUILDERS & REMODELING	37472	Yes	10-11-2018 04:30:15	10-17-2018 01:50:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	AD IMPROVEMENTS, INC.	41829	Yes	10-11-2018 04:35:15	10-17-2018 01:55:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ADANTA, INC	37357	Yes	10-11-2018 04:40:14	10-17-2018 02:00:20	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ADH TECHNICAL SERVICES, INC.	34145	Yes	10-11-2018 04:45:22	10-17-2018 02:05:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ADVANCED GEOSOLUTIONS, INC	35149	Yes	10-11-2018 04:50:14	10-17-2018 02:10:20	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ADVANTAGE DEMOLITION AND GRADING, INC	30526	Yes	10-11-2018 04:55:14	10-17-2018 02:15:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	AGRI SERVICE RECYCLING, INC	42306	Yes	10-11-2018 05:00:17	10-17-2018 02:20:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ALAMEDA CONSTRUCTION SERVICES, INC.	34242	Yes	10-11-2018 05:05:14	10-17-2018 02:25:12	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ALASKA ENTERPRISES INC.	39924	Yes	10-11-2018 05:10:14	10-17-2018 02:30:15	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	ALBERT WILSON & ASSOCIATES	40292	Yes	10-11-2018	10-17-2018	Called	Yes / No	Bid Received	Edit

				05:15:14	02:35:16					
<input type="checkbox"/>	ALERT-O-LITE, INC	16345	Yes	10-11-2018 05:20:18	10-17-2018 02:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ALFARO GENERAL ENGINEERING	43690	Yes	10-11-2018 05:25:17	10-17-2018 02:45:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ALFRED CIVIL ENGINEERING, INC	41902	Yes	10-11-2018 05:30:18	10-17-2018 02:50:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ALL IN ONE ELECTRIC	30380	Yes	10-11-2018 05:40:15	10-17-2018 03:00:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ALOHA CONSTRUCTION SERVICES	43203	Yes	10-11-2018 05:45:15	10-17-2018 03:05:21	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ALTA SERVICES, INC	37570	Yes	10-11-2018 05:50:15	10-17-2018 03:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ALVAREZ AND SHAW INCORPORATED	43454	Yes	10-11-2018 05:55:15	10-17-2018 03:15:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	AMERICA PACIFIC CONSTRUCTION	39072	Yes	10-11-2018 06:00:18	10-17-2018 03:20:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	AMERICAN STEEL PLACERS, INC.	33825	Yes	10-11-2018 06:05:22	10-17-2018 03:25:18	Called	No	10-17-2018 02:00:33	Bid Received	Edit
<input type="checkbox"/>	ANYTIME TRUCKING	33984	Yes	10-11-2018 06:10:14	10-17-2018 03:30:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	APADANA ENGINEERING, INC.	37715	Yes	10-11-2018 06:15:16	10-17-2018 03:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	APEX CIVIL ENGINEERING	38747	Yes	10-11-2018 06:20:15	10-17-2018 03:40:20	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	APEX UNIVERSAL, INC	8025	Yes	10-11-2018 06:25:15	10-17-2018 03:45:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	APR CONSTRUCTION, INC.	38285	Yes	10-11-2018 06:30:15	10-17-2018 03:50:21	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ARAGON CONSTRUCTION INC.	41523	Yes	10-11-2018 06:35:15	10-17-2018 03:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ARCHULETA CONCRETE CONSTRUCTION COMPANY	27172	Yes	10-11-2018 06:40:14	10-17-2018 04:00:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ARRIZON BROS. TRUCKING	38279	Yes	10-11-2018 06:45:16	10-17-2018 04:05:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ARS CONSTRUCTION SERVICES INC. DBA CONCRETE CUTTING INT'L	45761	Yes	10-11-2018 06:50:12	10-17-2018 04:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ASHOONA LANDSCAPE	42320	Yes	10-11-2018 06:55:14	10-17-2018 04:15:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ASSOCIATED CONSTRUCTION SERVICES GROUP	41715	Yes	10-11-2018 07:00:17	10-17-2018 04:20:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ATELIER DEVELOPMENT COMPANY, INC.	38245	Yes	10-11-2018 07:05:14	10-17-2018 04:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	AVALON RAIL, INC.	45584	Yes	10-11-2018 07:10:15	10-17-2018 04:30:15	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	BANAGA CONSTRUCTION, INC	41022	Yes	10-11-2018 07:15:15	10-17-2018 04:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BAY LINE CUTTING & CORING, INC.	21117	Yes	10-11-2018 07:20:15	10-17-2018 04:40:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BAYSHORE METALS	41248	Yes	10-11-2018 07:25:15	10-17-2018 04:45:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BC SCHMIDT CONSTRUCTION, INC.	33659	Yes	10-11-2018 07:30:18	10-17-2018 04:50:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BEAUMONT GENERAL ENGINEERING	43797	Yes	10-11-2018 07:35:14	10-17-2018 04:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BERT W SALAS, INC.	77	Yes	10-11-2018 07:40:18	10-17-2018 05:00:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BIG VALLEY ASPHALT	36647	Yes	10-11-2018 07:45:15	10-17-2018 05:05:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BISHOP, INCORPORATED	38847	Yes	10-11-2018 07:50:14	10-17-2018 05:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BLACK DIAMOND ASPHALT, INC.	22999	Yes	10-11-2018 07:55:16	10-17-2018 05:15:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BLACK GOLD INDUSTRIES	15216	Yes	10-11-2018 08:00:21	10-17-2018 05:20:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BLANCO CONSTRUCTION	36219	Yes	10-11-2018 08:05:14	10-17-2018 05:25:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BLUE CABLE INC	41963	Yes	10-11-2018 08:10:14	10-17-2018 05:30:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BONITA PIPELINE, INC	41862	Yes	10-11-2018 08:15:18	10-17-2018 05:35:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BORG FENCE	41886	Yes	10-11-2018 08:20:14	10-17-2018 05:40:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BRANDON SUPPLY CORP DBA BRANDON ASSOCIATES	45366	Yes	10-11-2018 08:25:17	10-17-2018 05:45:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BRAVO PACIFIC DBA MARMOLEJO CONTRACTORS, INC.	39330	Yes	10-11-2018 08:30:24	10-17-2018 05:50:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BRICK BLOCK & STONE MASONRY	45789	Yes	10-11-2018 08:35:15	10-17-2018 05:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BROOKLYN SWEEPS, INC	42309	Yes	10-11-2018 08:40:14	10-17-2018 06:00:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BUENA VISTA ENVIRONMENTAL CONSULTING, INC.	43393	Yes	10-11-2018 08:45:16	10-17-2018 06:05:10	Called	No	10-22-2018 02:11:11	Bid Received	Edit
<input type="checkbox"/>	BUENA VISTA LANDSCAPE, INC	10544	Yes	10-11-2018 08:50:21	10-17-2018 06:10:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BUNKER ENGINEERING	45416	Yes	10-11-2018 08:55:13	10-17-2018 06:15:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BURTCH CONSTRUCTION	42672	Yes	10-11-2018 09:00:17	10-17-2018 06:20:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	BUTLER & SON TRUCKING	15094	No			Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	BWW & COMPANY	41061	Yes	10-11-2018 09:05:14	10-17-2018 06:25:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	C & S EARLY TRUCKING	8947	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	C G O CONSTRUCTION COMPANY	4483	Yes	10-11-2018 09:10:15	10-17-2018 06:30:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	C-1 CONSTRUCTION CORP	36394	Yes	10-11-2018 09:15:16	10-17-2018 06:35:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	C.R. GANN DEMOLITION, INC.	35563	Yes	10-11-2018 09:20:15	10-17-2018 06:40:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	C.W. CROSSER CONSTRUCTION, INC	42972	Yes	10-11-2018 09:25:13	10-17-2018 06:45:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CABLEDOUT	43834	Yes	10-11-2018 09:30:18	10-17-2018 06:50:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CABLEMASTERS	32592	Yes	10-11-2018 09:35:15	10-17-2018 06:55:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CABO TRANSPORT & SERVICES	32560	Yes	10-11-2018 09:40:16	10-17-2018 07:00:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CADIT COMPANY	33568	Yes	10-11-2018 09:45:16	10-17-2018 07:05:08	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CAL-CON PUMPING, LLC	36919	Yes	10-11-2018 09:50:14	10-17-2018 07:10:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CAL-DORADO, INC.	42986	Yes	10-11-2018 09:55:14	10-17-2018 07:15:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CALCON STEEL CONSTRUCTION, INC.	17042	Yes	10-11-2018 10:00:19	10-17-2018 07:20:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CALI CONCRETE	39287	Yes	10-11-2018 10:05:14	10-17-2018 07:25:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CALIFORNIA GRINDING SPECIALTIES, INC. DBA AUSTIN ENTERPRISE	13602	Yes	10-11-2018 10:10:17	10-17-2018 07:30:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CALIFORNIA PROFESSIONAL ENGINEERING INC	31277	Yes	10-11-2018 10:15:17	10-17-2018 07:35:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CAPLINGER CONSTRUCTION INC	28389	Yes	10-11-2018 10:20:13	10-17-2018 07:40:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CASKEY BIOLOGICAL CONSULTING, LLC	42488	Yes	10-11-2018 10:25:14	10-17-2018 07:45:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CASTILLO TRUCKING SERVICE	33105	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CASTRO ELECTRIC	34347	Yes	10-11-2018 10:30:18	10-17-2018 07:50:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CE GREEN INC.	39528	Yes	10-11-2018 10:35:15	10-17-2018 07:55:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CECILIA'S SAFETY SERVICE, INC.	25584	Yes	10-11-2018 10:40:19	10-17-2018 08:00:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CENTRAL COAST TRAFFIC SAFETY, INC.	43969	Yes	10-11-2018 10:45:15		Called	No	10-12-2018 08:29:02	Bid Received	Edit

<input type="checkbox"/>	CENTRAL VALLEY STRIPING	46115	Yes	10-11-2018 10:50:13	10-17-2018 08:05:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CESAR MAGALLANES	35979	Yes	10-11-2018 10:55:14	10-17-2018 08:10:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CHANCE F HART	45433	Yes	10-11-2018 11:00:17		Called	No	10-12-2018 06:33:13	Bid Received	Edit
<input type="checkbox"/>	CINDY BALES ENGINEERING, INC.	33135	Yes	10-11-2018 11:05:13	10-17-2018 08:15:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CINDY TRUMP INC DBA LINDY'S COLD PLANING	40089	Yes	10-11-2018 11:10:19	10-17-2018 08:20:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CITIZEN PROPERTIES INC	34722	Yes	10-11-2018 11:15:15	10-17-2018 08:25:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CK ENGINEERING	43968	Yes	10-11-2018 11:20:19	10-17-2018 08:30:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CLEAN STREET SWEEPING, INC.	41916	Yes	10-11-2018 11:25:22	10-17-2018 08:35:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CMC TRAFFIC CONTROL SPECIALIST	33473	Yes	10-11-2018 11:30:15	10-17-2018 08:40:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	COBRA TRUCKING	26538	Yes	10-11-2018 11:35:16	10-17-2018 08:45:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CODY BUILDERS SUPPLY, INC.	28820	Yes	10-11-2018 11:40:23	10-17-2018 08:50:10	Called	No	10-17-2018 09:14:02	Bid Received	Edit
<input type="checkbox"/>	COLEMAN CONSTRUCTION	27356	Yes	10-11-2018 11:45:14	10-17-2018 08:55:08	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	COLEMAN ENVIRONMENTAL ENGINEERING INC	42591	Yes	10-11-2018 11:50:17	10-17-2018 09:00:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	COMMAND PERFORMANCE CONSTRUCTORS, INC.	851	Yes	10-11-2018 11:55:15	10-17-2018 09:05:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CONTECH CONCRETE TECHNIQUES, INC	31969	Yes	10-12-2018 12:00:34	10-17-2018 09:10:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CONTERA CONSTRUCTION CORP.	21899	Yes	10-12-2018 12:05:14	10-17-2018 09:15:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CONTRACTOR SERVICES GROUP, INC.	36742	Yes	10-12-2018 12:10:14	10-17-2018 09:20:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	COOPER ENGINEERING INC	43608	Yes	10-12-2018 12:15:19	10-17-2018 09:25:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	COREPROBE INTERNATIONAL, INC.	30738	Yes	10-12-2018 12:20:14	10-17-2018 09:30:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	COURTLAND LLC	44470	Yes	10-12-2018 12:25:15	10-17-2018 09:35:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	COVARRUBIAS BROTHERS CONSTRUCTION	2163	Yes	10-12-2018 12:30:18	10-17-2018 09:40:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CREATIVE INNOVATIONS LANDSCAPE & DESIGN	35414	Yes	10-12-2018 12:35:14	10-17-2018 09:45:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CREST EQUIPMENT,	36251	Yes	10-12-	10-17-		Yes / No		25	Edit

	INC			2018 12:40:15	2018 09:50:10	Called			Bid Received	
<input type="checkbox"/>	CRF WESTERN, INC.	38678	Yes	10-12-2018 12:45:14	10-17-2018 09:55:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CRIMSON MARIE COMPANY	37544	Yes	10-12-2018 12:50:14	10-17-2018 10:00:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CROSS CONCEPTS INC	42670	Yes	10-12-2018 12:55:14	10-17-2018 10:05:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CRUSH MATERIALS CORPORATION	38958	Yes	10-12-2018 01:00:14	10-17-2018 10:10:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CRUZ CONSTRUCTION AND DEVELOPMENT, INC.	41100	Yes	10-12-2018 01:05:15	10-17-2018 10:15:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CT CONCRETE CUTTING INC.	41013	Yes	10-12-2018 01:10:18	10-17-2018 10:20:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	CYBER PROFESSIONAL SOLUTIONS CORP.	30832	Yes	10-12-2018 01:15:15	10-17-2018 10:25:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	D-LINE CONSTRUCTORS, INC.	40922	Yes	10-12-2018 01:20:14	10-17-2018 10:30:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	D.B. ELECTRIC, INC.	43649	Yes	10-12-2018 01:25:15	10-17-2018 10:35:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	D.T. METAL SERVICES	38997	Yes	10-12-2018 01:30:17	10-17-2018 10:40:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DBA, DIVERSIFIED LANDSCAPE CO., DBA, MAVERICK ROCK BREAKING	8022	Yes	10-12-2018 01:35:13	10-17-2018 10:45:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DBE REINFORCING	39484	Yes	10-12-2018 01:40:13	10-17-2018 10:50:12	Called	No	11-07-2018 07:03:43	Bid Received	Edit
<input type="checkbox"/>	DBR GENERAL ENGINEERING	44091	Yes	10-12-2018 01:45:15	10-17-2018 10:55:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DD & L TRUCKING	33466	Yes	10-12-2018 01:50:16	10-17-2018 11:00:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DEBORAH DYSON ELECTRICAL CONTRACTOR	38990	Yes	10-12-2018 01:55:14	10-17-2018 11:05:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DECO PAVE	42226	Yes	10-12-2018 02:00:18	10-17-2018 11:10:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DEEP FOUNDATION SERVICES INC	43796	Yes	10-12-2018 02:05:14	10-17-2018 11:15:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DEES BURKE ENGINEERING CONSTRUCTORS LLC	43430	Yes	10-12-2018 02:10:15	10-17-2018 11:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DEFENCE COMPANY	43263	Yes	10-12-2018 02:15:18	10-17-2018 11:25:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DELTA ELECTRIC	42843	Yes	10-12-2018 02:20:13	10-17-2018 11:30:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DELTECH ENGINEERING, INC	31021	Yes	10-12-2018 02:25:14	10-17-2018 11:35:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DEZ CONSTRUCTION	7907	Yes	10-12-2018 02:30:21	10-17-2018 11:40:13	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	DIG:DESIGNITGREEN	42005	Yes	10-12-2018 02:35:15	10-17-2018 11:45:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DIGITAL TECHNOLOGIES, INC.	42360	Yes	10-12-2018 02:40:15	10-17-2018 11:50:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DILLARD ENVIRONMENTAL SERVICES	7106	Yes	10-12-2018 02:45:17	10-17-2018 11:55:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DISABLED AMERICAN VETERAN ENTERPRISES TRUCKING & SWEEPING, I	42154	Yes	10-12-2018 02:50:14	10-17-2018 12:00:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DIVERSIFIED PRODUCTS INDUSTRIES LTD.	2906	Yes	10-12-2018 02:55:14	10-17-2018 12:05:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DLN ENTERPRISE, INC.	39976	Yes	10-12-2018 03:00:18	10-17-2018 12:10:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DOD CONSTRUCTION	30081	Yes	10-12-2018 03:05:15	10-17-2018 12:15:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DOMINGUEZ CONSTRUCTION COMPANY, INC.	31488	Yes	10-12-2018 03:10:15	10-17-2018 12:20:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DON H MAHAFFEY DRILLING CO	43116	Yes	10-12-2018 03:15:21	10-17-2018 12:25:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DRAGON MATERIAL TRANSPORT, INC.	37444	Yes	10-12-2018 03:20:15	10-17-2018 12:30:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DREAMBUILDER CONSTRUCTION CORP	38712	Yes	10-12-2018 03:25:25	10-17-2018 12:35:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DRS REBAR INC.	43947	Yes	10-12-2018 03:30:20	10-17-2018 12:40:10	Called	No	10-25-2018 01:48:56	Bid Received	Edit
<input type="checkbox"/>	DSS SWEEPING AND WATER TRUCK RENTAL	39807	Yes	10-12-2018 03:35:15	10-17-2018 12:45:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	DUWRIGHT CONSTRUCTION, INC	40468	Yes	10-12-2018 03:40:23	10-17-2018 12:50:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	E M F FIRE SOLUTIONS	39990	Yes	10-12-2018 03:45:17	10-17-2018 12:55:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	E-NOR INNOVATIONS INC.	37718	Yes	10-12-2018 03:50:16	10-17-2018 01:00:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	E. & M. TRUCKING	37516	Yes	10-12-2018 03:55:14	10-17-2018 01:05:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	E. JASPER WRKG. (DEMO) & TRKG	31492	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EAGLE ENGINEERING & DEVELOPMENT, INC.	30894	Yes	10-12-2018 04:00:19	10-17-2018 01:10:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EAGLE ROCK INDUSTRIES	42761	Yes	10-12-2018 04:05:10	10-17-2018 01:15:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EARL SECURITY, INC.	13049	Yes	10-12-2018 04:10:13	10-17-2018 01:20:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EIGHTEEN TRUCKING CO.	33465	Yes	10-12-2018 04:15:13	10-17-2018 01:25:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EL CAMINO CONSTRUCTION &	38799	Yes	10-12-2018	10-17-2018	Called	Yes / No		Bid Received	Edit

	ENGINEERING CORP.			04:20:14	01:30:12					
<input type="checkbox"/>	ELEMENT CONSULTING SERVICES	41947	Yes	10-12-2018 04:25:16	10-17-2018 01:35:11	Called	No	10-17-2018 02:46:59	Bid Received	Edit
<input type="checkbox"/>	ELYSIAN CONTRACTORS INC	41961	Yes	10-12-2018 04:30:16		Called	No	10-12-2018 06:20:39	Bid Received	Edit
<input type="checkbox"/>	EMDEB CORP	41601	Yes	10-12-2018 04:35:13	10-17-2018 01:40:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EPIC PEST CONTROL & LANDSCAPE SERVICES, INC	41804	Yes	10-12-2018 04:40:10	10-17-2018 01:45:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ERIC'S BACKHOE SERVICE, INC	37319	Yes	10-12-2018 04:45:13	10-17-2018 01:50:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EV TRUCKING	36025	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EXBON DEVELOPMENT, INC.	36272	Yes	10-12-2018 04:50:14	10-17-2018 01:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EXCEL CONCRETE CONSTRUCTION INC	43294	Yes	10-12-2018 04:55:14	10-17-2018 02:00:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	EZ LINE STRIPING CORP.	45279	Yes	10-12-2018 05:00:14	10-17-2018 02:05:09	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FAITH COM INC. DBA FCI	42477	Yes	10-12-2018 05:05:10	10-17-2018 02:10:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FASONE CONSTRUCTION, INC.	44146	Yes	10-12-2018 05:10:16	10-17-2018 02:15:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FEBRUARY ENTERPRISES, INC.	35415	Yes	10-12-2018 05:15:15	10-17-2018 02:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FERGUSON SAFETY PRODUCTS	36425	Yes	10-12-2018 05:20:10	10-17-2018 02:25:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FERNANDEZ CONSTRUCTION COMPANY	44794	Yes	10-12-2018 05:25:11	10-17-2018 02:30:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FFKM ENGINEERING CONSTRUCTION, INC.	43341	Yes	10-12-2018 05:30:12	10-17-2018 02:35:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FINE GRADE EQUIPMENT, INC.	4952	Yes	10-12-2018 05:35:12	10-17-2018 02:40:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FINISH HARDWARE TECHNOLOGY	32503	Yes	10-12-2018 05:40:11	10-17-2018 02:45:21	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FIRST FUEL, INC.	36185	Yes	10-12-2018 05:45:13	10-17-2018 02:50:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FLASH TRAFFIC, INC.	39950	Yes	10-12-2018 05:50:10	10-17-2018 02:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FLETCHER TRUCKING	14977	Yes	10-12-2018 05:55:12	10-17-2018 03:00:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FMF PANDION	42834	Yes	10-12-2018 06:00:09	10-17-2018 03:05:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FORCE TRAFFIC CONTROL, INC.	29335	Yes	10-12-2018 06:05:09	10-17-2018 03:10:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FOREGROUND BUILDER	44087	Yes	10-12-2018 06:10:09	10-17-2018 03:15:15	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	FORTINO TRUCKING	36190	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FOSCO ELECTRIC	45583	Yes	10-12-2018 06:15:09	10-17-2018 03:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FRONTLINE CONSTRUCTION INC.	41502	Yes	10-12-2018 06:25:10	10-17-2018 03:30:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FRS ENVIRONMENTAL, INC	36780	Yes	10-12-2018 06:30:11	10-17-2018 03:35:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FUENTES WATER TRUCKS	45297	Yes	10-12-2018 06:35:14	10-17-2018 03:40:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	FULL TRAFFIC MAINTENANCE, INC.	35742	Yes	10-12-2018 06:40:12	10-17-2018 03:45:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	G & F CONCRETE CUTTING, INC.	8735	Yes	10-12-2018 06:45:11	10-17-2018 03:50:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	G & G ELECTRIC INC	41700	Yes	10-12-2018 06:50:13	10-17-2018 03:55:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	G. W. PEOPLES CONTRACTING CO., INC.	29381	Yes	10-12-2018 06:55:13	10-17-2018 04:00:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	G2 CONSTRUCTION INC.	41740	Yes	10-12-2018 07:00:12	10-17-2018 04:05:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	G5 TEK SOLUTIONS, LLC	42815	Yes	10-12-2018 07:05:07	10-17-2018 04:10:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GALINDO ELECTRIC	40998	Yes	10-12-2018 07:10:09	10-17-2018 04:15:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GATES ENTERPRISES, INC	37053	Yes	10-12-2018 07:15:12	10-17-2018 04:20:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GBI ELECTRIC, INC.	43094	Yes	10-12-2018 07:20:14	10-17-2018 04:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GEES TRUCKING, LLC	43451	Yes	10-12-2018 07:25:12	10-17-2018 04:30:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GEMS ENVIRONMENTAL MANAGEMENT SERVICES, INC	37545	Yes	10-12-2018 07:30:09	10-17-2018 04:35:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GEMSTONE MASONRY, INC	37265	Yes	10-12-2018 07:35:08	10-17-2018 04:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GENERAL SUPPLY COMPANY	1170	Yes	10-12-2018 07:40:11	10-17-2018 04:45:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GERONIMO CONCRETE, INC.	34507	Yes	10-12-2018 07:45:11	10-17-2018 04:50:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GIVENS CONSTRUCTION	41486	Yes	10-12-2018 07:50:12	10-17-2018 04:55:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GLOBAL ELECTRIC	36329	Yes	10-12-2018 07:55:13	10-17-2018 05:00:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GLOBAL ROAD SEALING, INC	31176	Yes	10-12-2018 08:00:21	10-17-2018 05:05:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GM RENOVATIONS, INC	41624	Yes	10-12-2018 08:05:13	10-17-2018 05:10:14	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	GOLDEN SUN CONSTRUCTION, INC	28593	Yes	10-12-2018 08:10:10	10-17-2018 05:15:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GPA CONSULTING	36278	Yes	10-12-2018 08:15:14	10-17-2018 05:20:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GRACE STEEL & FABRICATION, LLC	43792	Yes	10-12-2018 08:20:08	10-17-2018 05:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GRAND BRIDGE INC	45791	Yes	10-12-2018 08:25:09	10-17-2018 05:30:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GREEN CLEAN WATER & WASTE SERVICES, INC.	39040	Yes	10-12-2018 08:30:12	10-17-2018 05:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GREEN STRUCTURE DESIGN BUILD INC.	44782	Yes	10-12-2018 08:35:09	10-17-2018 05:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GREGORY LITTLETON TRUCKING	31553	Yes	10-12-2018 08:40:09	10-17-2018 05:45:17	Called	Yes	10-30-2018 01:07:02	Bid Received	Edit
<input type="checkbox"/>	GSJ UTILITY SUPPLY & SERVICE	38438	Yes	10-12-2018 08:45:14	10-17-2018 05:50:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	GWG CONSTRUCTION, INC.	39162	Yes	10-12-2018 08:50:10	10-17-2018 05:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	H & R TRUCKING	36003	Yes	10-12-2018 08:55:14	10-17-2018 06:00:20	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	H. K. ELECTRICAL, INC.	35478	Yes	10-12-2018 09:00:12	10-17-2018 06:05:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HABITAT WEST, INC.	21941	Yes	10-12-2018 09:05:11	10-17-2018 06:10:21	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HAFCO SERVICES, INC	38265	Yes	10-12-2018 09:10:09	10-17-2018 06:15:15	Called	No	10-17-2018 06:25:34	Bid Received	Edit
<input type="checkbox"/>	HALEY INDUSTRIAL COATINGS & LININGS, INC.	33520	Yes	10-12-2018 09:15:11	10-17-2018 06:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HAR-AGAM, LLC DBA FRESNO TRANSFER	42175	Yes	10-12-2018 09:25:09	10-17-2018 06:30:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HARD HAT SWEEPING INC	20338	Yes	10-12-2018 09:30:12	10-17-2018 06:35:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HARRELL ELECTRIC	37307	Yes	10-12-2018 09:35:13	10-17-2018 06:40:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HARRIS HOISTING	44844	Yes	10-12-2018 09:40:09	10-17-2018 06:45:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HAWAIIAN ROCK WALLS, LLC	43925	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HEIR & SON CONSTRUCTION, INC	42780	Yes	10-12-2018 09:45:13	10-17-2018 06:50:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HER-CON CONSTRUCTION SERVICES, INC.	36281	Yes	10-12-2018 09:50:13	10-17-2018 06:55:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HERCON COMPANY, INC.	35158	Yes	10-12-2018 09:55:11	10-17-2018 07:00:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HIGH LIGHT ELECTRIC, INC.	28842	Yes	10-12-2018 10:00:14	10-17-2018 07:05:14	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	HIGHBALL SIGNAL, INC.	43747	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HOER CORPORATION	39071	Yes	10-12-2018 10:05:09	10-17-2018 07:10:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HR IMPROVEMENTS	44174	Yes	10-12-2018 10:10:08	10-17-2018 07:15:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HURON CONSTRUCTION, INC.	45836	Yes	10-12-2018 10:15:10	10-17-2018 07:20:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HUSTLER'S HAULING & BACKHOE SERVICE, INC.	37953	Yes	10-12-2018 10:20:12	10-17-2018 07:25:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	HYM ENGINEERING, INC	38719	Yes	10-12-2018 10:25:12	10-17-2018 07:30:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	IMMERSION, LLC	45536	Yes	10-12-2018 10:30:15	10-17-2018 07:35:13	Called	Yes	10-18-2018 07:59:36	Bid Received	Edit
<input type="checkbox"/>	IMPACT SCIENCES, INC.	43382	Yes	10-12-2018 10:35:13	10-17-2018 07:40:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	IMPERIAL VALLEY STEEL COMPANY, INC.	45619	Yes	10-12-2018 10:40:15	10-17-2018 07:45:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	IN-LINE FENCE & RAILING CO., INC	14089	Yes	10-12-2018 10:45:12	10-17-2018 07:50:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INDIAN CONSTRUCTION INC	38048	Yes	10-12-2018 10:50:12	10-17-2018 07:55:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INDUSTRIAL BATTERY SERVICES	33587	Yes	10-12-2018 10:55:14	10-17-2018 08:00:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INDUSTRIAL ELECTRICAL SERVICE	36741	Yes	10-12-2018 11:00:13	10-17-2018 08:05:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INFRA-STRUCTURE AGGREGATES, INC.	38455	Yes	10-12-2018 11:05:12	10-17-2018 08:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INTEGRATED DEMOLITION AND REMEDIATION INC	43599	Yes	10-12-2018 11:10:10	10-17-2018 08:15:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INTEGRATED DEMOLITION AND REMEDIATION INC.	43639	Yes	10-12-2018 11:15:11	10-17-2018 08:20:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INTERIOR DEMOLITION INC	27378	Yes	10-12-2018 11:20:16	10-17-2018 08:25:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INTERIOR PLUS, INC.	45710	Yes	10-12-2018 11:25:14	10-17-2018 08:30:20	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	INTERWEST PACIFIC, LTD.	12174	Yes	10-12-2018 11:30:11	10-17-2018 08:35:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	IRONLIFE INC	44173	Yes	10-12-2018 11:35:12	10-17-2018 08:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	J & M LAND RESTORATION, INC.	32481	Yes	10-12-2018 11:40:14	10-17-2018 08:45:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	J & M LEASING & TRUCKING	38144	Yes	10-12-2018 11:45:13	10-17-2018 08:50:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	J FRANCIS COMPANY	38326	Yes	10-12-2018 11:50:11	10-17-2018 08:55:13	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	J. A. CADDELL TRUCKING	7982	Yes	10-12-2018 11:55:13	10-17-2018 09:00:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	J. CARDENAS INC	43187	Yes	10-12-2018 12:00:12	10-17-2018 09:05:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	J. TORRES COMPANY	31592	Yes	10-12-2018 12:05:09	10-17-2018 09:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	J.C. ORDAZ CONTRACTING INC.	45618	Yes	10-12-2018 12:10:12		Called	Yes	10-16-2018 12:53:46	Bid Received	Edit
<input type="checkbox"/>	J.S. GARCIA ONSITE TRUCKING	42190	Yes	10-12-2018 12:15:12		Called	Yes	10-12-2018 01:12:50	Bid Received	Edit
<input type="checkbox"/>	JAHN ENGINEERING, INC	43169	Yes	10-12-2018 12:20:11	10-17-2018 09:15:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JAIME PARTNERS, INC.	39849	Yes	10-12-2018 12:25:13	10-17-2018 09:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JAMES FLETCHER CONSTRUCTION INC	44596	Yes	10-12-2018 12:30:13	10-17-2018 09:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JARYN PEDROZA INCORPORATED	44148	Yes	10-12-2018 12:35:12		Called	Yes	10-25-2018 01:05:23	Bid Received	Edit
<input type="checkbox"/>	JCI DESIGN AND ENGINEERING	39605	Yes	10-12-2018 12:40:14	10-17-2018 09:30:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JENNIFER COTTER'S WATER TRUCK RENTAL	38134	Yes	10-12-2018 12:45:15	10-17-2018 09:35:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JERRY'S ALL PHASE ELECTRIC	43587	Yes	10-12-2018 12:50:15	10-17-2018 09:40:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JESUS M SANTOYO TRUCKING	42037	Yes	10-12-2018 12:55:13	10-17-2018 09:45:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JL STORMWATER CONSULTANTS, INC	37409	Yes	10-12-2018 01:00:11	10-17-2018 09:50:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JOE G. TRUCKING	37083	Yes	10-12-2018 01:05:10	10-17-2018 09:55:22	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JOHN'S EQUIPMENT RENTAL	6644	Yes	10-12-2018 01:10:11		Called	No	10-12-2018 01:38:44	Bid Received	Edit
<input type="checkbox"/>	JOJO'S TRUCKING, INC.	38009	Yes	10-12-2018 01:15:16	10-17-2018 10:00:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JP ELECTRIC COMPANY	30145	Yes	10-12-2018 01:20:14	10-17-2018 10:05:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JTC JACKSON TRUCKING COMPANY	1448	Yes	10-12-2018 01:25:13	10-17-2018 10:10:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	JUNGLE NURSERY, INC., THE	37604	Yes	10-12-2018 01:30:12	10-17-2018 10:15:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	K & G CONCRETE INC	38962	Yes	10-12-2018 01:35:13	10-17-2018 10:20:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	K & K CONSTRUCTION SUPPLY, INC	40197	Yes	10-12-2018 01:40:12	10-17-2018 10:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	K R C SAFETY CO. INC.	447	Yes	10-12-2018 01:45:15	10-17-2018 10:30:18	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	KATO LANDSCAPE INCORPORATED	35398	Yes	10-12-2018 01:50:14	10-17-2018 10:35:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	KAYLEN ENGINEERING, INC. DBA KAYLEN TRAFFIC CONTROL	38347	Yes	10-12-2018 01:55:13	10-17-2018 10:40:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	KERN COUNTY CUSTOM CONCRETE	30847	Yes	10-12-2018 02:00:16	10-17-2018 10:45:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	KICKOFF TRUCKING	38186	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	KNS INDUSTRIAL SUPPLY	44703	Yes	10-12-2018 02:10:12	10-17-2018 10:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	KODIAK TRUCKING, INC.	45768	Yes	10-12-2018 02:15:14	10-17-2018 11:00:21	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	KOR CONSTRUCTION, INC.	43396	Yes	10-12-2018 02:20:21	10-17-2018 11:05:21	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	KPA CONSTRUCTORS, INC.	44395	Yes	10-12-2018 02:25:13	10-17-2018 11:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	KRT MANAGEMENT INC. DBA NORTHSTAR ENVIRONMENTAL REMEDIATION	35025	Yes	10-12-2018 02:30:17	10-17-2018 11:15:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	L C PAVING & SEALING, INC.	20499	Yes	10-12-2018 02:35:12	10-17-2018 11:20:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	L S TRUCKING	35381	Yes	10-12-2018 02:40:11	10-17-2018 11:25:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	L. CURTI TRUCK & EQUIPMENT	35684	Yes	10-12-2018 02:45:16	10-17-2018 11:30:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	L. RILEY TRUCKING	36514	Yes	10-12-2018 02:50:13	10-17-2018 11:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	L.A. LATH AND PLASTER, INC.	38461	Yes	10-12-2018 02:55:14		Called	No	10-12-2018 02:58:43	Bid Received	Edit
<input type="checkbox"/>	L.A.C. MOTOR ENTERPRISES, INC.	36844	Yes	10-12-2018 03:00:13	10-17-2018 11:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LA FIRMA INC.	39322	Yes	10-12-2018 03:05:10	10-17-2018 11:45:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LA STEEL SERVICES, INC.	42683	Yes	10-12-2018 03:10:09	10-17-2018 11:50:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LANDSCAPE SUPPORT SERVICES, INC	40620	Yes	10-12-2018 03:15:11	10-17-2018 11:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LANGLEY TRAFFIC SERVICE, INC.	1685	Yes	10-12-2018 03:20:11	No second Round ↓				Bid Received	Edit
<input type="checkbox"/>	LAURA KAY DUNBAR, INC	41155	Yes	10-12-2018 03:25:11					Bid Received	Edit
<input type="checkbox"/>	LEE CRIPPEN DEMOLITION	43661	Yes	10-12-2018 03:30:18					Bid Received	Edit
<input type="checkbox"/>	LEGEND FENCE CORPORATION	39408	Yes	10-12-2018 03:35:15					Bid Received	Edit
<input type="checkbox"/>	LEINAIA'S	38027	Yes	10-12-		Called	Yes / No		Bid Received	Edit

TRANSPORTATION				2018 03:40:13					
<input type="checkbox"/>	LEKOS ELECTRIC INC	44490	Yes	10-12-2018 03:45:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LG & M ELECTRIC, INC.	41135	Yes	10-12-2018 03:50:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LIGHTCYCLE	33785	No		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LITTLE POTATO INC.	41216	Yes	10-12-2018 03:55:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LNA CONCRETE STRUCTURES, INC.	31286	Yes	10-12-2018 04:00:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LORENZO BELLAMY CONSTRUCTION	41429	Yes	10-12-2018 04:05:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LOS ANGELES COUNTY SANDBAGS	45220	Yes	10-12-2018 04:10:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LOS ANGELES PUMPING CO., LLC	38735	Yes	10-12-2018 04:15:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LOWERS WELDING & FABRICATION, INC.	42324	Yes	10-12-2018 04:20:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LUCAS BUILDERS, INC.	37039	Yes	10-12-2018 04:25:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LUMINOS GLOBAL INC	44448	Yes	10-12-2018 04:30:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	LUNA TRUCKING	33408	Yes	10-12-2018 04:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	M & B WATER TRUCKS, INC	40253	Yes	10-12-2018 04:40:14	Called	No	10-12-2018 05:14:02	Bid Received	Edit
<input type="checkbox"/>	M. HADNOT TRUCKING	38291	No		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MACKENZIE ELECTRIC, INC.	42024	Yes	10-12-2018 04:45:14	Called	No	10-15-2018 08:27:14	Bid Received	Edit
<input type="checkbox"/>	MAD STEEL INC.	34508	Yes	10-12-2018 04:50:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MANERI TRAFFIC CONTROL	38078	Yes	10-12-2018 04:55:13	Called	No	10-15-2018 09:11:40	Bid Received	Edit
<input type="checkbox"/>	MANUEL TEJADA TRUCKING	43619	Yes	10-12-2018 05:00:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MARTINI DRILLING CORP.	36949	Yes	10-12-2018 05:05:20	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MATTOS EQUIPMENT TRANSPORT, LLC	5376	Yes	10-12-2018 05:10:11	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MATZENAUER ELECTRIC, INC	15032	Yes	10-12-2018 05:15:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MAX OUT INC.	41112	Yes	10-12-2018 05:20:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MAXIMUM METAL WORKS LLC	42990	Yes	10-12-2018 05:25:14	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	MC CULLOUGH CONSTRUCTION INC	27969	Yes	10-12-2018 05:30:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MC LEOD TRUCKING	13996	Yes	10-12-2018 05:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MCC EQUIPMENT RENTALS, INC.	39069	Yes	10-12-2018 05:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MCJ TRUCKING	36596	No		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MERCURY TRANSPORT, LLC	45873	Yes	10-12-2018 05:45:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MEROE ENGINEERING	41746	Yes	10-12-2018 05:50:14	Called	No	10-12-2018 06:22:41	Bid Received	Edit
<input type="checkbox"/>	MESA BIOLOGICAL LLC	41835	Yes	10-12-2018 05:55:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	METCO	14906	Yes	10-12-2018 06:00:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	METROPOLITAN SERVICES INC.	43828	Yes	10-12-2018 06:05:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MEX ELECTRIC	45752	Yes	10-12-2018 06:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MILL CITY ENVIRONMENTAL CORPORATION	42241	Yes	10-12-2018 06:15:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MIRANDA LOGISTICS ENTERPRISE, INC.	39978	Yes	10-12-2018 06:20:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MJC CONSTRUCTION	28196	Yes	10-12-2018 06:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MJK CONSTRUCTION, INC.	38043	Yes	10-12-2018 06:30:20	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MONTGOMERY CONSTRUCTION SERVICES, INC.	36979	Yes	10-12-2018 06:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MORELLO CONCRETE CONSTRUCTION, INC	41161	Yes	10-12-2018 06:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MUNOZ & SON TRUCKING LLC	35369	Yes	10-12-2018 06:45:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	MY ELECTRICIAN INC.	41437	Yes	10-12-2018 06:50:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	NATURAL RESOURCES ASSESSMENT, INC	34961	Yes	10-12-2018 06:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	NEW AGE COMMUNICATIONS	34524	Yes	10-12-2018 07:00:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	NEW HORIZON DEMOLITION / N.H. HAULING	44518	Yes	10-12-2018 07:05:18	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	NEWLAND ENTITIES, INC	35955	Yes	10-12-2018 07:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	NORTH GROVE ENGINEERING	44383	Yes	10-12-2018 07:15:16	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	NORTHERN TRUCK & EQUIPMENT	33537	Yes	10-12-2018 07:20:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	NUNO IRON & MFG, INC	40834	Yes	10-12-2018 07:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	OLIVER ENGINEERING CONSTRUCTION	43476	Yes	10-12-2018 07:30:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ONE TIME UTILITY SALES, INC	40854	Yes	10-12-2018 07:35:27	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	OROCHENA CONSTRUCTION SERVICES, INC	42455	Yes	10-12-2018 07:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	OTTO TRUCKING	34139	Yes	10-12-2018 07:45:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	OZZCORP INC	41884	Yes	10-12-2018 07:50:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PAL SECURITY SYSTEMS, INC.	37858	Yes	10-12-2018 07:55:22	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PANACEA, INC.	25399	Yes	10-12-2018 08:00:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PAYCO SPECIALTIES, INCORPORATED	102	Yes	10-12-2018 08:05:22	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PEREZ ASPHALT CONSTRUCTION LTD	38801	Yes	10-12-2018 08:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PERIMETER SECURITY GROUP LLC	44696	Yes	10-12-2018 08:15:22	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PERRILLIAT ENTERPRISES	40562	Yes	10-12-2018 08:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PK CONSTRUCTION	40529	Yes	10-12-2018 08:25:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	POLAR ELECTRICAL COMPANY	44778	Yes	10-12-2018 08:30:13	Called	Yes	10-12-2018 08:33:15	Bid Received	Edit
<input type="checkbox"/>	PONCIANO CONSTRUCTION INC	42690	Yes	10-12-2018 08:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	POOT TRUCKING	31135	Yes	10-12-2018 08:40:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	POWER-TECH ENGINEERS, INC.	34422	Yes	10-12-2018 08:45:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	POWER4WARD	44914	Yes	10-12-2018 08:50:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PRE-CON PRODUCTS	651	Yes	10-12-2018 08:55:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PROFESSIONAL CONCRETE SAWING INC.	34174	Yes	10-12-2018 09:00:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PTS SOLUTIONS, INC.	36018	Yes	10-12-2018 09:05:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	PVF SALES	34382	Yes	10-12-2018 09:10:29	Called	Yes / No		Bid Received	Edit

<input type="checkbox"/>	QA CONSTRUCTORS	44069	Yes	10-12-2018 09:15:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	QUALITY ASBESTOS CONTROL, INC.	5549	Yes	10-12-2018 09:20:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	QUALITY ERECTORS & CONSTRUCTION, INC.	33891	No		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	QUALITY GENERAL ENGINEERING, INC	35390	Yes	10-12-2018 09:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	QUALITY HYDROSEEDING & RESTORATION	5616	Yes	10-12-2018 09:30:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	QUALITY TRAFFIC CONTROL	42283	Yes	10-12-2018 09:35:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	R. D. HORN CONSTRUCTION COMPANY	25467	Yes	10-12-2018 09:40:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	R. DUGAN CONSTRUCTION, INC.	39828	Yes	10-12-2018 09:45:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	R.B.E. TRUCKING	32580	No		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RANGEL BROTHERS TRUCKING	30516	Yes	10-12-2018 09:50:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RAY'S TRUCKING	2037	No		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RBT ELECTRIC, INC	37326	Yes	10-12-2018 09:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RCJ & ASSOCIATES, INC	32967	Yes	10-12-2018 10:00:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	REEDS CONSTRUCTION	40495	Yes	10-12-2018 10:05:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	REYNA'S ENGINEERING INC	44825	Yes	10-12-2018 10:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RFE ENGINEERING, INC.	36638	Yes	10-12-2018 10:15:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RICHARD C. HONORE CONSTRUCTION INC	37349	Yes	10-12-2018 10:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RIO JORDAN CONSTRUCTION	37471	Yes	10-12-2018 10:25:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RIVERA MASONRY INCORPORATED	4912	Yes	10-12-2018 10:30:17	Called	Yes	10-13-2018 03:08:00	Bid Received	Edit
<input type="checkbox"/>	RIVERA TRUCKING, LLC	7988	Yes	10-12-2018 10:35:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ROBIN VANDEVORT WATER TRUCK SERVICE	39808	Yes	10-12-2018 10:40:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ROBNETT ELECTRIC, INC.	23448	Yes	10-12-2018 10:45:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ROC EQUIPMENT LLC	41944	Yes	10-12-2018 10:50:15	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ROCK STRUCTURES CONSTRUCTION	14054	Yes	10-12-2018	Called	Yes / No		Bid Received	Edit

	COMPANY			10:55:13						
<input type="checkbox"/>	ROUCH REBAR, INC.	39473	Yes	10-12-2018 11:00:15		Called	No	11-19-2018 11:27:00	Bid Received	Edit
<input type="checkbox"/>	ROYAL TRUCKING/ MAINTENANCE	33187	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RUBICON BUILDERS INC.	41661	Yes	10-12-2018 11:05:13		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RUBY'S BUILDER, INC.	45764	Yes	10-12-2018 11:10:13		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RUPERT CONSTRUCTION SUPPLY, LP	32785	Yes	10-12-2018 11:15:13		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	RUSHWEST SITEWORK	44450	Yes	10-12-2018 11:20:14		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	S.C. YAMAMOTO, INC.	39686	Yes	10-12-2018 11:25:14		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SAE AND ASSOCIATES	38501	Yes	10-12-2018 11:30:14		Called	Yes	10-16-2018 09:40:38	Bid Received	Edit
<input type="checkbox"/>	SAFEGUARD FENCE	36311	Yes	10-12-2018 11:35:16		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SALUD CONSTRUCTION INC	37765	Yes	10-12-2018 11:40:19		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SAM'S EQUIPMENT & SUPPLIES	34479	Yes	10-12-2018 11:45:19		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SAMPO ENGINEERING, INC.	37488	Yes	10-12-2018 11:50:15		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SAN DIEGO STEEL SOLUTIONS	40362	Yes	10-12-2018 11:55:14		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SAN JOAQUIN VALLEY CONSTRUCTION GROUP, LLC	41565	Yes	10-13-2018 12:00:17		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SANDY'S TRUCKING	37519	Yes	10-13-2018 12:05:15		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SANTA CLARITA VALLEY ELECTRIC	31809	Yes	10-13-2018 12:10:13		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SCV ELECTRIC, INC.	36050	Yes	10-13-2018 12:15:17		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SEALRIGHT PAVING INC	42984	Yes	10-13-2018 12:20:14		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SEAN CONSTRUCTION & DEVELOPMENT	9101	No			Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SEAPORT LIGHTING, INC.	35695	Yes	10-13-2018 12:25:13		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SELECT MASONRY CONTRACTOR	42246	Yes	10-13-2018 12:30:13		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SENTINEL FENCE AND CONTRACTING	45851	Yes	10-13-2018 12:35:13		Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SEQUOIA	35308	Yes	10-13-		Called	Yes / No		Bid Received	Edit

	CONSULTANT, INC			2018 12:40:16					
<input type="checkbox"/>	SHE MARINE CONSTRUCTION	43876	Yes	10-13- 2018 12:45:14	Called	Yes	11-20- 2018 08:55:35	Bid Received	Edit
<input type="checkbox"/>	SIEGE ELECTRIC, INC.	45156	Yes	10-13- 2018 12:50:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SIGNS PORTAL	36283	Yes	10-13- 2018 12:55:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SIMON BIBAYOFF	35687	Yes	10-13- 2018 01:00:21	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SINGLE SOURCE CONSTRUCTION & MAINTENANCE INC	43514	Yes	10-13- 2018 01:05:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SJR MASONRY & CONSTRUCTION	30508	Yes	10-13- 2018 01:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SM SALES, 75TH STREET QUARRY & RECYCLING	2658	Yes	10-13- 2018 01:15:25	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SMARTBUILDING IQ, INC	41432	Yes	10-13- 2018 01:20:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SO CAL CONSTRUCTION & CONSULTING SERVICES, INC	37385	Yes	10-13- 2018 01:25:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SO. CAL TRAFFIC INC	41010	Yes	10-13- 2018 01:30:16	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SOLAR ENERGY FIELDS INC.	41936	Yes	10-13- 2018 01:35:14	Called	Yes / No		Bid Received	Edit
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<input type="checkbox"/>	SPENCER MASONRY, INC.	32266	Yes	10-13- 2018 01:50:15	Called	Yes / No		Bid Received	Edit
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<input type="checkbox"/>	STRAIGHT STRIPE PAINTING INC	42910	Yes	10-13- 2018 02:10:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SUDDEN SAM'S TRUCKING	38035	Yes	10-13- 2018 02:15:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SUPER SEAL & STRIPE, INC	2003	Yes	10-13- 2018 02:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	SWPPP CAL, LLC	43620	Yes	10-13- 2018 02:25:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	T & T TRUCKING GROUP	32066	Yes	10-13- 2018 02:30:15	Called	Yes / No		Bid Received	Edit

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<input type="checkbox"/>	T-REX DEMOLITION, INC.	43331	Yes	10-13-2018 02:35:21	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	TAHLEQUAH REBAR INC.	45871	Yes	10-13-2018 02:40:14	Called	Yes / No	Bid Received	Edit
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<input type="checkbox"/>	TERRADYNE LAX, INC	36927	Yes	10-13-2018 03:05:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	THE BIOHAZARD CLEANER	45182	Yes	10-13-2018 03:10:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	THE MOP CREW INC.	42712	Yes	10-13-2018 03:15:13	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	THOMAS INTERNATIONAL COMPANY	45312	Yes	10-13-2018 03:20:13	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	THREE STAR CONSTRUCTION	37258	Yes	10-13-2018 03:25:15	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	TITAN DISPOSAL, LLC	41814	Yes	10-13-2018 03:30:12	Called	Yes / No	Bid Received	Edit
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<input type="checkbox"/>	TK TRANSPORTATION, INC.	22000	Yes	10-13-2018 03:45:19	Called	Yes / No	Bid Received	Edit
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<input type="checkbox"/>	TRAFFIC LOOPS CRACKFILLING, INC	38033	Yes	10-13-2018 04:05:12	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	TREESMITH ENTERPRISES, INC	35817	Yes	10-13-2018 04:10:12	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	TRI SPAN, INC.	26203	Yes	10-13-2018 04:15:13	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	TRI-R GENERAL CONTRACTORS, INC	41127	Yes	10-13-2018 04:20:13	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	TRINITY CONTRACTING CONCEPTS INC.	42802	Yes	10-13-2018 04:25:12	Called	Yes / No	Bid Received	Edit

<input type="checkbox"/>	TRIUMPH GEO-SYNTHETICS, INC.	9076	Yes	10-13-2018 04:30:14	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	TRUE CHAMPIONS INC.	30004	Yes	10-13-2018 04:35:13	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	TRUTEC ENGINEERING, INC.	41810	Yes	10-13-2018 04:40:18	Called	Yes / No	Bid Received	Edit
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<input type="checkbox"/>	TULLY INC.	38300	Yes	10-13-2018 04:50:21	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	UGE & ECS, INC.	32609	Yes	10-13-2018 04:55:13	Called	Yes / No	Bid Received	Edit
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<input type="checkbox"/>	V A P CONSTRUCTION INC.	39166	Yes	10-13-2018 05:10:16	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	VAL-E-WEST CONSTRUCTION INC	43191	Yes	10-13-2018 05:15:20	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	VALLE GRANDE CONSTRUCTION	43130	Yes	10-13-2018 05:20:10	Called	Yes / No	Bid Received	Edit
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<input type="checkbox"/>	VERTICAL CONSTRUCTORS, INC.	38629	Yes	10-13-2018 05:50:13	Called	Yes / No	Bid Received	Edit
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<input type="checkbox"/>	VIDRIO ENTERPRISES	43301	Yes	10-13-2018 06:00:12	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	VINCENT KENTISH EVANS	41714	Yes	10-13-2018 06:05:09	Called	Yes / No	Bid Received	Edit
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<input type="checkbox"/>	VISTA STEEL COMPANY	40645	Yes	10-13-2018 06:15:13	Called	Yes / No	Bid Received	Edit
<input type="checkbox"/>	VISUAL TERRAIN INC	41785	Yes	10-13-2018	Called	Yes / No	Bid Received	Edit

<input type="checkbox"/>	VOBECKY ENTERPRISES, INC.	36684	Yes	06:20:13 10-13-2018 06:25:13	Called	Yes	10-15-2018 11:42:22	Bid Received	Edit
<input type="checkbox"/>	VT ELECTRIC, INC.	30828	Yes	10-13-2018 06:30:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	W 2 DESIGN INC.	35062	Yes	10-13-2018 06:35:12	Called	Yes / No		Bid Received	Edit
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<input type="checkbox"/>	WELDON WORKS, INC.	42704	Yes	10-13-2018 06:45:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WESSEX INDUSTRIES, INC.	43157	Yes	10-13-2018 06:50:19	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WEST PACIFIC ELECTRIC COMPANY	42783	Yes	10-13-2018 06:55:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WESTCHESTER ELECTRICAL INC.	38951	Yes	10-13-2018 07:00:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WHITE CAP READY MIX, INC.	9433	Yes	10-13-2018 07:05:10	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WHITEHORN CONSTRUCTION, INC	37838	Yes	10-13-2018 07:10:12	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WILEY CONSTRUCTION COMPANY, INC.	32405	Yes	10-13-2018 07:15:14	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WINEGARDNER MASONRY, INC	36546	Yes	10-13-2018 07:20:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WIRENET COMMUNICATIONS, INC	33077	Yes	10-13-2018 07:25:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	WRECO	30066	Yes	10-13-2018 07:30:17	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	YBANAG REALTY & DEVELOPMENT CORP	41228	Yes	10-13-2018 07:35:13	Called	Yes / No		Bid Received	Edit
<input type="checkbox"/>	ZETH ENGINEERING AND CONSTRUCTION	44565	Yes	10-13-2018 07:40:13	Called	Yes / No		Bid Received	Edit

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

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OUR FILE NUMBER:
015887.00001
22161050.1

December 5, 2018

VIA EMAIL AND OVERNIGHT MAIL

Mark Christoffels, Chief Engineer
San Gabriel Valley Council of Governments
Alameda Corridor East Project
4900 Rivergrade Rd., Suite A120
Irwindale, CA 91706
mchristoffels@sgvcog.org

**Re: Bid Protest by OHL USA
Durfee Avenue Grade Separation Project, SGVCOG Contract No. 18-02**

Dear Mr. Christoffels:

Our firm represents Riverside Construction Company, Inc. ("RCC"). We are writing in response to the bid protest letter from OHL USA ("OHL") dated December 3, 2018 regarding the above-referenced "Project". OHL bases its protest on two issues which are addressed in detail below.

1. OHL Claims RCC Failed to Properly Designate a Subcontractor to Perform the MCI Scope of Work

First, it is important to note that MSL Electric was not designated to solely perform the MCI work. MSL Electric was also designated as the subcontractor to perform the signal and lighting work for the Project. It was the intent of RCC and MSL Electric for MSL Electric to enter into a separate subcontract with one of the approved MCI installers set forth in Appendix AA of the specifications. Attached hereto as **Exhibit "A"** is a letter from MSL Electric confirming its intent to subcontract with an approved MCI installer, and to comply with all requirements of the contract documents. Public Contract Code section 4104 governs the subcontractor listing requirements and requires a prime contractor to only provide:

The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in

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the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. [Emphasis added.]

The subcontractor listing law cited above only requires a prime contractor to list or designate first tier subcontractors. Since the subcontractor who will perform the MCI work is a second tier subcontractor, RCC was not required to designate second tier subcontractors as noted in Public Contract Code section 4104. MSL Electric was listed as a subcontractor since it was performing other work in excess of one-half of one percent of RCC's total bid amount and performing other work including signal and lighting. Since RCC and MSL Electric met the subcontractor designation requirements and confirmed they will meet all requirements of the contract documents, nothing on the face of the bid documents as submitted by RCC would render its bid non-responsive as argued by OHL.

2. **OHL Claims RCC Did Not Meet the DBE Goal and Did Not Make Adequate Good Faith Efforts to Meet the Goal**

RCC acknowledges it did not meet SGVCOG's DBE goal of 12%; however, RCC met or exceeded all required good faith efforts. Before we address each of the arguments made by OHL to support its contention that RCC did not make adequate good faith efforts, the following facts regarding RCC's good faith efforts should be noted:

- RCC contacted **513** qualified DBE firms.
- Of the 513 DBE firms RCC contacted, **307** firms were contacted more than once.
- RCC's submitted documents filling two banker boxes supporting its good faith efforts.
 - a. RCC complied with the bidding instructions when it submitted its bid. As noted in its good faith documents, RCC contacted 513 DBE firms covering numerous scopes of work for subcontractors, suppliers, service providers and truckers. The bid documents require bidders to meet the stated DBE participation **or** show that the bidder made good faith efforts to achieve the goal. While RCC did not meet the stated 12% goal, it met or exceeded all good faith effort requirements, and therefore, complied with the bidding instructions. 49 C.F.R. §26 Appendix A states, "The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts."
 - b. 49 C.F.R. §26 Appendix A allows SGVCOG to consider the DBE percentage participation obtained by other bidders, but it also cautions SGVCOG that its

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“determination concerning the sufficiency of the firm’s good faith efforts is a judgment call” and that “[d]eterminations should not be made using quantitative formulas.” More importantly, 49 C.F.R. §26 Appendix A “strongly cautions you [SGVCOG] against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you [SGVCOG] from ignoring bona fide good faith efforts.” Based on the above, the fact that OHL met the DBE participation goal does not itself, prove that RCC did not make a bona fide good faith effort to meet the goal.

- c. The sheer volume of documents and information submitted by RCC to support its good faith efforts clearly demonstrates it actively and aggressively tried to obtain DBE participation sufficient to meet the DBE contract goal and that these were not just mere pro forma efforts. The good faith effort documents further demonstrate RCC took all necessary and reasonable steps to achieve a DBE goal. RCC contacted 513 DBE firms with follow-up contacts with 307 of those firms. RCC provided a summary of approximately 22 pages showing all contacts it made with DBE firms inviting them to submit bids for a wide range of scopes of work.
- d. The six DBE subcontractors that submitted proposals were not selected because their proposals were “excessive and unreasonable”. 49 C.F.R. §26 Appendix A allows RCC to use good business judgment and to consider a number of factors in negotiating with DBE subcontractors and to take a firm’s price and capabilities, as well as contract goals into consideration. RCC, however, is not “required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.”

Exhibit “B” of the good faith effort documents submitted by RCC summarizes why the six DBE quotes received by RCC were rejected as being excessive or unreasonable. We have attached the summary hereto as **Exhibit “B”**. The percentage difference from the DBE firm price with the selected non-DBE firm is as follows:

<u>DBE Firm</u>	<u>Percentage Higher Than Selected Firm</u>
Ace Fence Company	36.7%
Caliagua, Inc.	51.4%
California Professional Engineering	72.9%
VT Electric, Inc.	40.4%
Diversified Landscape Company	34.5%
The Mahaffey Companies	83.3%

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The summary above shows DBE firms that provided proposals were anywhere from 34.5% to 83.3% higher than the selected non-DBE firms, with an average of all DBE firms being 53.2% higher. This clearly shows that the DBE proposals shown above were excessive or unreasonable and supports RCC's rejection of these proposals in compliance with 49 C.F.R. §26 Appendix A.

- e. OHL states, "Riverside received quotes from viable DBE subcontractors and suppliers and knew the DBE goal would not be met on bid day, yet made the business decision to choose non-DBE firms and to self-perform work because the quotes received from the DBE's were deemed above unspecified internal cost margins set by Riverside." Such statements are purely speculative as OHL has no idea what cost margins were set by RCC for this Project. More importantly, the discussion above details how each of the 13 quotes from DBE firms resulting from RCC's extensive good faith efforts were handled. Nothing in 49 C.F.R. §26 Appendix A or other DBE requirements force RCC to accept unreasonably excessive prices from DBE firms. The voluminous DBE documents provided by RCC demonstrate RCC took all reasonable steps to promote and encourage DBE participation, contrary to OHL's unfounded conclusory statements.
- f. In the conclusion to its bid protest, OHL again makes conclusory and speculative statements without any supporting facts or documentation including, without limitation, "[RCC] did not select the portions of the work in a manner that would increase the likelihood of DBE participation goals would be achieved"; "Riversides [sic] documents shows [sic] minimal work was made available and no work that would normally be performed by the prime contractors [sic] own forces"; and "the documentation does not illustrate adequate follow up to obtain the goal". The extensive good faith effort documents submitted by RCC show a wide-reaching effort to include numerous DBE firms for all aspects of the work for the Project along with follow-up communications. OHL does not explain or support how it determined what work RCC would normally perform. Finally, OHL repeats the statement that since it was able to meet the goal, this should automatically render RCC's good faith efforts null and void and require SGVCOG to deem RCC's bid non-responsive. RCC's rebuttal to this often-repeated argument is fully addressed in paragraphs a and b above.

3. RCC's Bid is Responsive and Must be Awarded a Contract for the Project

SGVCOG is bound by statute and its bid documents to award to the lowest responsive responsible bidder. As noted above, all arguments made by OHL to deem RCC's bid non-responsive have been fully rebutted. Bid responsiveness can be determined from the face of the bid and "[i]n most cases, the determination of nonresponsiveness will not depend on outside investigation or information". Taylor Bus Service Inc. v. San Diego Board of Education (1987) 195 Cal.App.3d. 1331, 1342. SGVCOG may review RCC's bid to confirm that the bid is

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responsive and that RCC is responsible bidder, but it must award to the lowest bidder who meets these requirements. If SGVCOG does not comply with this requirement, any agreement with the second lowest bidder is void. East Bay Garbage Co. v. Washington Township Sanitation Co. (1959), 52 Cal.2d 708. In this matter, a bidder is responsive if it meets the specified DBE goal or if it made sufficient good faith efforts to meet the goal. RCC has demonstrated bona fide good faith efforts and fully complied with the subcontractor listing requirements as discussed above. Accordingly, SGVCOG must award a contract to RCC as the lowest responsive responsible bidder.

4. Reservation of Rights

If SGVCOG determines that RCC's bid is non-responsive or determines that RCC failed to meet the DBE good faith effort requirements, or makes any other determination that would result in RCC not being awarded a contract for the Project, RCC requests it be provided an opportunity for administrative reconsideration which is granted under 49 C.F.R. §53(d). RCC further reserves its right to object to the short time frame allotted to fully respond to OHL's bid protest in that RCC was only provide approximately 24 hours to respond. If SGVCOG requires any additional clarification or information in response to OHL's bid protest, RCC requests an opportunity to provide further responses.

While RCC is looking forward to a successful Project with SGVCOG, RCC must also protect its legal rights. If SGVCOG proceeds with the award of the contract for the Project to any firm other than RCC, RCC will have no option but seek legal remedies to protect its interests including, but not limited to, seeking an alternative writ or filing an ex parte application for a temporary restraining order and preliminary injunction to enjoin any award of the contract to any firm other than RCC.

Thank you for the opportunity to respond to OHL's protest. Please contact the undersigned if you have any questions.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO



Thomas W. Kovacich
Hugh W. Lee

HWL:mbq
Enclosures

cc: Matt Pim



12-4-18

Riverside Construction
P.O Box 1146
Riverside, Ca. 92502

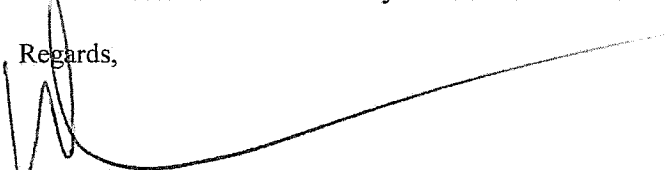
RE: Durfee Grade Separation Project

Attn: Ryan Camp

Regarding the MCI work on the aforementioned project. It is our intent to subcontract (second tier) with one of the approved installers per the Table shown in Appendix AA. MSL Electric, Inc. intends to meet all the requirements of the contract.

Please let me know if there is any other information needed.

Regards,



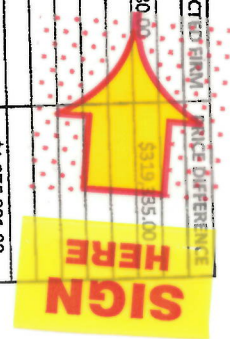
Warren Moore
President
MSL Electric, Inc.

Cc: jv, km

MSL Electric, Inc.
4938 E. La Palma Avenue, Anaheim, CA 92807-1912
(714) 693-4837 * Fax (714) 693-4838

EXHIBIT "B"

REJECTED DBE FIRMS	PRICE OF REJECTED FIRM	REASON FOR REJECTION	FIRM SELECTED	PRICE OF SELECTED FIRM	PRICE DIFFERENCE
Ace Fence Company 727 North Glendora Ave. La Puente, CA 91744 (626) 333-0727	\$1,189,315.00	Cost Proposal is too high. Price is excessive and unreasonable.	Crown Fence Company 12118 Bloomfield Avenue Santa Fe Springs, CA 90670 (562) 864-5177	\$869,980.00	\$319,335.00
Callagua, Inc. 22345 La Palma Avenue, Unit 106 Yorba Linda, CA 92887 (866) 416-4214	\$3,761,704.00	Cost Proposal is too high. Price is extremely excessive and unreasonable.	No Firm Selected Self-Performing this work	2,484,903.00	\$1,276,801.00
California Professional Engineering 929 Otterbein Avenue, Unit E La Puente, CA 91748 (626) 810-1338	\$1,798,196.00	Cost Proposal is too high, price is excessive. Selected firm included full scope of work.	MSL Electric, Inc. 4938 East La Palma Avenue Anaheim, CA 92807 (714) 693-4837	\$1,039,901.00	\$758,295.00
VT Electric, Inc. 10825 Vernon Avenue Ontario, CA 91762 (909) 985-1755	\$1,459,805.00	Cost Proposal is too high, price is excessive. Selected firm included full scope of work.	MSL Electric, Inc. 4938 East La Palma Avenue Anaheim, CA 92807 (714) 693-4837	\$1,039,901.00	\$419,904.00
Diversified Landscape Company 21730 Bundy Canyon Road Wildomar, CA 92595 (951) 245-1686	\$727,549.00	Cost Proposal is too high, price is excessive and unreasonable.	Marina Landscape, Inc. 1900 S. Lewis Anaheim, CA 92805 (714) 939-6600	\$540,746.00	\$186,803.00
The Mahaffey Companies 1800 S. Alameda Street Compton, CA 90221 (310) 668-2030	\$4,079,500.00	Cost Proposal is too high, price is excessive and unreasonable.	Malcolm Drilling Company, Inc. 4926 N. Azusa Canyon Road Irwindale, CA 91706 (626) 338-0035	\$2,225,900.00	\$1,853,600.00



MEMO TO: File

FROM: Yvette Kirrin
Interim Contracts Manager

DATE: November 27, 2018

SUBJECT: IFB No. 18-02 - Durfee Ave. GS - Good Faith Effort DBE evaluation for
Riverside Construction Company

The following summarizes my review of the Good Faith Effort (GFE) provided by Riverside Construction Company (RCC).

- The RCC bidder list included approximately 69 Subcontractor/Vendors who all submitted subcontract/vendor quotes for work. Of the 12 DBE's, Miranda Logistics, Inc was listed as a DBE 3 times, each for a different type of work/service to be provided.
- The actual GFE was provided and was first reviewed subjectively from a high level, including a review of the publications/publishing and their online (plan room) program which is used for RCC to allow prospective bidders to review plans and submit quotes, which included over 500 potential bidders (contact info, etc). A request for bid was emailed to each of the greater than 500 potential subcontractor/vendors. While 12 DBE's submitted quotes, the GFE paperwork shows that 5 DBE's were followed up with further (via email) regarding their submittal.
 - The LAPM Exhibit 15-H DBE Information - Good Faith Effort was properly used to complete their effort and to provide the documentation to us.
 - Per Exhibit A of the GFE, the RCC made approximately 30.64% of the total bid items available to DBE's for quotes and commitment, which appears more than reasonable.
 - Per Exhibit B, of the 12 DBE that submitted quotes, 11 quotes were rejected due to the "Cost proposal is too high, price is excessive. Selected firm included full scope of work."

The GFE as submitted by Riverside Construction is acceptable with regard to the outreach that occurred for IFB No. 18-02. The GFE followed the proper LAPM Exhibit 15-H DBE Information - Good Faith Effort process and included detailed information regarding the outreach that occurred.

MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: December 17, 2018

SUBJECT: Approval of an Agreement with Veoride for the San Gabriel Valley Bike Share Program.

RECOMMENDATION:

Staff recommends that the Committee authorize the Chief Engineer to execute an agreement with Veoride for the San Gabriel Valley Bike Share Program in an amount not to exceed \$2,683,126.

BACKGROUND:

In August 2017, the San Gabriel Valley Council of Governments (SGVCOG) was awarded by the California Transportation Commission a Greenhouse Gas Reduction Fund Grant in the amount of \$4.55 million to form a bike share program in the San Gabriel Valley. This grant will fund 15 participating cities, which includes a minimum of 840 bikes. The following cities have submitted formal letters of interest:

1. Arcadia
2. Covina
3. Duarte
4. El Monte
5. La Verne
6. Monterey Park
7. Pomona
8. San Dimas
9. South El Monte
10. South Pasadena
11. Pasadena¹

Staff anticipates adding more participating cities in the coming months.

¹As submitted in the original application, Pasadena was included in the proposed service area map. Pasadena participation would be eligible under the guidelines of the grant. Previously the Transportation Committee and Governing Board concurred with staff's recommendation to allow Pasadena to participate in order to maximize interoperability, create a contiguous system and meet minimum municipal participating requirements of the grant.

Based on direction of the SGVCOG Transportation Committee and Governing Board, staff was directed to develop and solicit a request for proposal (RFP) as a means to engage a qualified firm to provide services for implementing, operating and maintaining a highly successful and financially self-sustaining regional automated bike share system. The bike share equipment, infrastructure, ongoing operations/maintenance and program launch are at no cost to participating cities. Additionally, the regional bike share project was assigned to the Capital Projects and Construction Committee in July to leverage added expertise.

BIKE SHARE EXPANSION SCOPE OF WORK

The SGVCOG's goals for the bike share program are to:

1. Decrease drive alone trips and increase the share of bicycling trips within the San Gabriel Valley.
2. Promote and encourage bicycling as a safe and sustainable mode of transportation for short local trips, including one-way trips.
3. Expand low-cost transportation options.

Based on the specifications of the grant, the system must include 840 bicycles. The bike share system will also incorporate technology to allow bicycles to be returned at any existing bike rack or identified bike parking location. All² of the bicycles in the fleet must be enabled with pedal-assist technology or fully electric, and at least 420 bicycles in the fleet must serve communities that are identified as Disadvantaged Communities as defined by CalEnviroScreen or SB 535. Additionally, cities will have the option to explore incorporating electric dockless scooters as a component of their fleet. Implementation of the system is expected to take place beginning in Spring of 2019. It is expected that the system will launch in phases. The selected firm would be responsible for site planning and installation of the system at locations on public properties, private properties, parks, in the public right-of-way and at all other proposed locations.

As described in the scope of work below, the SGVCOG, on behalf of the participating cities, will fund certain expenses related to equipment, infrastructure and program launch. The selected firm agrees to operate and maintain the system at no cost to the SGVCOG and participating cities. The scope of work includes the following:

- Vendor must deliver, at a minimum, 840 bicycles to communities in the San Gabriel Valley. Vendor should identify an optimized fleet size and cost per bicycle. The SGVCOG retains the discretion to fund additional bicycles if deemed appropriate. All of the bicycles must be pedal assist or fully electric.

² Previously, staff proposed 40% of the bicycles in the fleet be pedal-assist or fully electric. After more research and recommendations from the Technical Evaluation Committee, staff modified the original scope of work in the RFP to reflect a fully pedal-assist/electric fleet for the bike share program.

- The selected firm must include a long-term (minimum 36 months) plan for launch, maintenance and operations that addresses the following:
 - **Launch and Pre-Launch:** Vendor will be responsible for planning and executing launch events to showcase the system and provide an opportunity for media and community engagement. These events will begin the region wide roll out of the system. Based on coordination with participating cities, the vendor may launch the system in phases. Additionally, vendor will assist with the enrollment of users, coordinate with cities on City-specific launch events, and identify and support additional strategies, such as open streets events, to engage first-time users.
 - **Marketing, Outreach and Education:** Vendor will oversee branding, marketing, membership sales and public relations. Marketing and outreach should, at minimum, focus on the following groups: college and university students, major employers, and transit users. Marketing and outreach materials should incorporate safety information and best practices to minimize accidents, encourage use of helmets and reinforce existing laws. Vendors are encouraged to partner with nonprofit organizations, community-based organizations, to outreach to community members to increase participation, and support safety messaging. Marketing should also include encouraging potential riders to develop long-term mode-shift behaviors.
 - **Maintenance and Operations:** This includes ongoing reporting, customer service, accounting, complaint resolution and legal issues associated with system.
 - **Bicycle Parking Infrastructure:** Vendor will be responsible for installation of additional bike racks, bike corrals, designated parking zones, charging stations, mobility hubs, signage and wayfinding to locate bike infrastructure. For any proposed parking zones and/or mobility hubs, proposal should include details on how designated zones would be selected and marked (i.e. paint, decals, etc), and may include areas prohibited for parking. A mobility hub is defined as a single location (business, university, housing, etc.) where users can rent/return bicycles. Hub locations should encourage multimodal connectivity and reduce travel times. Bike parking placement can be informed and improved by mapping hot spots of demand for walking, biking, and bike share and connections to existing bike lanes and trails.
 - **Bike Parking and Charging Strategy:** Vendor must include a comprehensive strategy for ensuring that a very high percentage of bicycles will be parked legally and responsibly at any time, minimizing the negative impacts to pedestrians, transit riders, and private property owners. In addition to leveraging additional bicycle parking infrastructure referenced above, the strategy should be multi-faceted and could include existing or new technology, user incentives/disincentives, education, restrictions on parking areas. The strategy may include the use of geo-fencing to encourage/enforce legal bike parking. If any proposed technology is not yet available, provide a date by which it would be launched. Vendor Bike Parking Strategy should ensure at least 90% of bicycles not in use are available for rental and are parked in compliance with the parking strategy at all times. The eligibility of the expenses will vary based on their nature. Any up-front infrastructure costs, such as geo-fencing technology, sensors, etc, are eligible as well as any initial education

and marketing included as a part of launch activities. Any ongoing labor, marketing, pricing incentives or other expenses incurred after launch are ineligible for reimbursement. Additionally, the vendor can propose charging infrastructure for pedal assist / electric bikes. This would be an eligible expense.

- **Ongoing Maintenance Plan:** Vendor must identify a plan to ensure ongoing, regular maintenance of all bicycles. Maintenance includes but is not limited to repair and lifecycle replacement of entire system and all components, to ensure safe and usable bikes. Additionally, vendor must identify a strategy to ensure that a high percentage (>90%) of pedal-assist / electric bicycles available for rental are charged.
- **Ongoing Operations Plan:** Vendor shall work with participating communities to identify priority service zones. The operations plan will address re-balancing of the bikes, incorporating system equity to ensure bicycles are accessible to a broad cross section of the community. In particular, the vendor should identify how their proposed plan addresses first-last mile connectivity with transit, while concurrently ensuring that their product will not hinder or otherwise add a barrier to access or capacity on local transit. Vendors must also identify and implement unique and innovative approaches in their plan to ensure bicycles do not become a public nuisance.
- **Benefit to Disadvantaged Communities (DAC):** Per the terms of the funding source, at least 420 bicycles must be intended to serve Disadvantaged Communities as defined by [CalEnviroscreen](#) or [SB 535](#). The Vendor operations plan, and placement strategy must describe how the bikes will serve the DAC's within the participating communities.
- **Ensuring User Privacy and Data-Sharing to Public Agencies:** Vendor must agree to cooperate with the SGVCOG and cities in the collection and analysis of aggregated operations and usage data. Additionally, the vendor must describe what reasonable precautions will be taken to ensure user privacy and encryption of financial data. Requirements related to the sale of data will be negotiated during the contracting phase.
- **Financial Plan:** Proposal must describe how the bike share system will be financially sustained without public funds, including an identification of sponsorships (if applicable) and detailed ridership fee information.

PROCUREMENT PROCESS:

Consistent with the SGVCOG procurement process, a RFP was issued in October 2018. The availability of the RFP was posted on the SGVCOG website and online bidding system. SGVCOG received 6 Proposals, which were due on November 1, 2018.

Responsive Proposals were received from the following firms:

- HOPR
- Veoride
- P3GM

- Gotcha
- Lime

A Technical Evaluation Committee (TEC) was formed consisting of SGVCOG staff and representatives from cities of South Pasadena, San Dimas, and Bike SGV all with relevant technical qualifications. The TEC reviewed the written proposals and elected to interview the three highest ranked firms Lime, Veoride, and HOPR

The interviews were held on November 15, 2018. Veoride and HOPR were determined to be highly competitive. On November 28, 2018, the SGVCOG issued an addendum to the original RFP to these two firms requesting that the proposals be entirely electric assist bikes, and with additional conditions and terms that included penalties for non-performance. The added terms and conditions were based on issues that have plagued cities within LA County regarding the establishment and maintenance of dockless systems which were brought to staff's attention during the procurement process. Both firms accepted the revised terms and conditions and submitted revised proposals. The TEC reviewed the revised proposals as well as the input staff received from the reference checks on each of these firms. Ultimately the TEC recommended that the SGVCOG proceed with an award of contract to Veoride.

Notice of staff's recommendation was posted on the SGVCOG websites and were sent to all firms who expressed interest on the project through the online bidding system on December 7, 2018.

Staff is estimating that 60 days will be required to formalize and execute an operating agreement with concurrence from the participating agencies. The implementation of the program will occur shortly thereafter with full implementation expected by June 2019.

BUDGET IMPACT:

Funding for this contract is provided by the California Transportation Commission via the Greenhouse Gas Reduction Fund for the 2017 Active Transportation Program in the amount of \$4.55 million.

MEMO TO: Capital Projects and Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: December 12, 2018

SUBJECT: Approval of Amendment to Resolution of Necessity 16-02

RECOMMENDATION: Staff recommends the SGVCOG Capital Projects and Construction Committee consider and adopt a resolution to amend Resolution 16-02 finding and determining that Resolution 16-02 contains a typographical error, and adopting the proposed resolution to correct that error;

BACKGROUND: On or about the 12th day of December, 2016, ACE Construction Authority adopted Resolution 16-02. In adopting Resolution 16-02, ACE Construction Authority found and determined that, among other things, the public interest, convenience and necessity require the acquisition of certain property owned by El Adobe Apartments, Inc. ("El Adobe"), for the public purpose of constructing the Durfee Avenue Grade Separation Project.

Prior to adopting Resolution 16-02, on or about October 25, 2016, ACE Construction Authority issued an offer to acquire property from El Adobe. As part of the offer letter, ACE Construction Authority stated the following: "In addition to the offer referenced above, as mitigation for the loss of direct ingress/egress access to Durfee Avenue and parking, ACE, upon completion of the improvements, is prepared to transfer to El Adobe Apts., Inc. ("El Adobe"), approximately 27,607 square feet of land associated with adjacent ACE Parcel Nos. 208R/S located at 4845 and 4833 Durfee Avenue in the City of Pico Rivera."

The second paragraph of Section 1(c)(ii) of Resolution 16-02 incorrectly reads: "Due to the change in grade along Durfee Avenue, both of the subject property's existing ingress and egress access points along the easterly edge of the subject property will be eliminated and a new ingress and egress access point will be provided through southerly adjacent ACE-Owned property identified as Parcels 208Q and 208R ("208QR"), as well as a secondary emergency access point through westerly adjacent ACE-owned property, identified as Parcel 208U."

When adopting Resolution 16-02, to be consistent with the October 25, 2016 offer letter, ACE Construction Authority intended to identify Parcels 208R and 208S (as opposed to

Parcels 208Q and 208R), as the new ingress and egress access point to be provided to El Adobe. The reference in Resolution 16-02 to "Parcels 208Q and 208R ('208QR')"' was the result of a typographical error, and should have instead referenced "Parcels 208R and 208S ('208R/S')"' which is consistent with the San Gabriel Valley Council of Governments' intent and the October 25, 2016 offer letter. Use of Parcels 208R and 208S (as opposed to Parcels 208Q and 208R), as the new ingress and egress access point is also consistent with the project plans that existed at the time Resolution 16-02 was originally adopted.

Through this Resolution, the Committee intends to amend Resolution 16-02 so that it correctly refers to "Parcels 208R and 208S ('208R/S')"' instead of "Parcels 208Q and 208R ('208QR')."

BUDGET IMPACT: None.

ATTACHMENTS

Exhibit 1- Resolution Amending Resolution of Necessity No. 16-02, with Exhibits

RESOLUTION NO. 16-02

**A RESOLUTION OF THE SAN GABRIEL
VALLEY COUNCIL OF GOVERNMENTS
CAPITAL PROJECTS AND CONSTRUCTION
COMMITTEE AMENDING RESOLUTION 16-02
ADOPTED BY THE ALAMEDA CORRIDOR
EAST – GATEWAY TO AMERICA
CONSTRUCTION AUTHORITY FINDING AND
DETERMINING THAT THE PUBLIC
INTEREST, CONVENIENCE AND NECESSITY
REQUIRE THE ACQUISITION OF CERTAIN
PROPERTY FOR PUBLIC PURPOSES**

**THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS CAPITAL PROJECTS
AND CONSTRUCTION COMMITTEE DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1. The Capital Projects and Construction Committee of the San Gabriel Valley Council of Governments (“Committee”) formerly known as the Alameda Corridor East -- Gateway to America Construction Authority on behalf of the San Gabriel Valley Council of Governments (hereafter "ACE Construction Authority") finds, determines and declares the following recitals to be true and correct:

- (a) On or about 12th day of December, 2016, the ACE Construction Authority adopted Resolution 16-02.
- (b) Prior to adopting Resolution 16-02, on or about October 25, 2016, ACE Construction Authority issued an offer to acquire property to El Adobe Apts., Inc., attached hereto as Exhibit A, and incorporated herein. As part of the offer letter, ACE Construction Authority stated the following: “In addition to the offer referenced above, as mitigation for the loss of direct ingress/egress access to Durfee Avenue and parking, ACE, upon completion of the improvements, is prepared to transfer to El Adobe Apts., Inc. (“El Adobe”), approximately 27,607 square feet of land associated with adjacent ACE Parcel Nos. 208R/S located at 4845 and 4833 Durfee Avenue in the City of Pico Rivera.”
- (c) The second paragraph of Section 1(c)(ii) of Resolution 16-02 reads: “Due to the change in grade along Durfee Avenue, both of the subject property’s existing ingress and egress access points along the easterly edge of the subject property will be eliminated and a new ingress and egress access point will be provided through southerly adjacent ACE-Owned property identified as Parcels 208Q and 208R (“208QR”), as well as a secondary emergency access point through westerly adjacent ACE-owned property, identified as Parcel 208U.”
- (d) When adopting Resolution 16-02, to be consistent with the October 25, 2016, offer letter, ACE Construction Authority intended to identify Parcels 208R and 208S (as opposed to Parcels 208Q and 208R), as the new ingress and egress access point to

be provided to El Adobe. The reference in Resolution 16-02 to “Parcels 208Q and 208R (‘208QR’)” was the result of a typographical error, and should have instead referenced “Parcels 208R and 208S (‘208R/S’)” which is consistent with the San Gabriel Valley Council of Governments’ intent and the October 25, 2016 offer letter.

- (e) Use of Parcels 208R and 208S (as opposed to Parcels 208Q and 208R) as the new ingress and egress access point is also consistent with the Project plans that existed at the time Resolution 16-02 was originally adopted.
- (f) In late 2017, the San Gabriel Valley Council of Governments voted to amend its joint powers agreement to fully integrate all of ACE Construction Authority’s work, employees, and obligations (contractual and otherwise) into the Council’s activities while retaining the name Alameda Corridor-East Construction Project (“Project”) for its ongoing grade separation work.
- (g) Through this Resolution, the Committee intends to amend Resolution 16-02 so that it correctly refers to “Parcels 208R and 208S (‘208R/S’)” instead of “Parcels 208Q and 208R (‘208QR’).”

SECTION 2. The Committee, after consideration of the staff report, staff presentation, discussion, oral testimony and evidence presented at its Board Meeting on December 17, 2018 hereby finds, determines and declares as follows:

(a) That, consistent with the October 25, 2016, offer letter, and the project plans as of December 12, 2016, when adopting Resolution 16-02 the ACE Construction Authority intended to identify Parcels 208R and 208S (as opposed to Parcels 208Q and 208R), as the new ingress and egress access point to be provided to El Adobe; and

(b) That the reference in Resolution 16-02 to “Parcels 208Q and 208R (‘208QR’)” was the result of a typographical error, and should have instead referenced “Parcels 208R and 208S (‘208R/S’)” which was consistent with the San Gabriel Valley Council of Governments’ intent and the October 25, 2016 offer letter.

SECTION 3. The second paragraph of Section 1(c)(ii) of Resolution 16-02 is deemed amended and reinstated in its entirety such that it now reads as follows: “Due to the change in grade along Durfee Avenue, both of the subject property’s existing ingress and egress access points along the easterly edge of the subject property will be eliminated and a new ingress and egress access point will be provided through southerly adjacent ACE-Owned property identified as Parcels 208R and 208S (“208R/S”), as well as a secondary emergency access point through westerly adjacent ACE-owned property, identified as Parcel 208U.” Except as explicitly amended by this Resolution, the remainder of Resolution 16-02 shall remain unchanged.

SECTION 4. This Resolution shall be effective immediately upon its adoption, and the findings, determinations and declarations herein shall be effective *nunc pro tunc* back to December 12, 2016.

SECTION 5. The Assistant to the Clerk of the Board of the Committee shall certify the
Durfee Avenue Grade Separation
APN: 6374-015-010
Parcel No.: 208T

adoption of this Resolution and certify this record to be a full true, correct copy of the action taken.

PASSED, APPROVED AND ADOPTED this 17th day of December, 2018.

ATTEST:

Deanna Stanley, Clerk of the Board

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF WEST COVINA)

I HEREBY CERTIFY that the foregoing Resolution 18-___ was duly adopted by San Gabriel Valley Council of Governments Capital Projects and Construction Committee at a regular meeting thereof, held on the 17th day of December 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Deanna Stanley, Clerk of the Board

MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: December 17, 2018

SUBJECT: Approval of Sole Source Contract to SouthStar Engineering for Interim Contract Management Services.

RECOMMENDATION: Staff recommends that the Committee approve a Statement of Determinations and Findings for the non-competitive procurement of Interim Contract Management services and authorize the Chief Engineer to execute a contract with SouthStar Engineering for an amount not to exceed \$75,000.

BACKGROUND: Since the beginning of this year we have lost two of three contracts management positions, including the Contracts Manager. The SGVCOG's Contract Manager resigned his position last month. An advertisement to replace this position has been posted with applications due January 30, 2019. Existing staff resources are not able to absorb the duties assigned to this position as we wait for it to be filled. In order to meet our grant obligations related to the procurement and award of ongoing projects, staff will need to retain interim Contract Management services.

For reasons spelled out in greater detail in the attached Statement of Determinations and Findings, staff believes that Ms. Yvette Kirrin, Principal of SouthStar Engineering is uniquely qualified to perform this interim assignment. Ms. Kirrin is currently providing technical oversight and program management services to the Gateway Council of Governments which includes 20+ Cities/Jurisdictions and over \$1 billion in funds. In addition, she is the contracted Executive Director for the I-5 JPA. Both positions require extensive knowledge of Caltrans and Metro's contracting procedures and guidelines which are a requirement under the funding for our grade separation projects.

Staff anticipates using Ms. Kirrin's expertise on an emergency, as-needed basis as we complete the recruitment process to permanently fill the Contract Manager position. Assuming these services will be needed through the end of March 2019, the estimated cost for Ms. Kirrin's services is \$75,000.

BUDGET IMPACT: Funding for this contract will be provided from salary savings from the two vacant contracts area positions.

Statement of Determinations and Findings

DATE: December 17, 2018

PROCUREMENT: Interim Contract Management Services

SUBJECT FIRM: SouthStar Engineering

The San Gabriel Valley Council of Governments (SGVCOG) is proposing to proceed with a non-competitive procurement with SouthStar Engineering to provide interim Contract Management services to support SGVCOG staff until a permanent Contract Manager is hired. This position will replace an ACE-assigned staff position handling contracts related to ACE's grade separation projects. SouthStar Engineering will be providing the services of Ms. Yvette Kirrin, principal of the firm.

Background:

Earlier in the year, the contracts department had a total of three staff that included a Contracts Manager, Senior Contracts Administrator and Contracts Administrator/Labor Compliance Officer. The SGVCOG's Contract Manager unexpectedly resigned last month. Unfortunately, prior to his resignation the previous manager also resigned. We now have one contracts department staff.

An advertisement for a Contracts Manager position has been posted with applications due January 30, 2019. Existing staff resources are not able to absorb the duties assigned to this position as we wait for it to be filled. The work is on-going and it is extremely important that the work in this area continue. In order to meet our grant obligations related to the procurement, labor compliance and award of ongoing projects, staff will need to retain interim Contract Management services.

Justification for Non-competitive Procurement

The SGVCOG's procurement process, as outlined in the Administrative Code, demands that competitive procurements be employed whenever possible and only allows non-competitive procurements under certain exceptional circumstances. Staff believes that such exceptional circumstances exist in connection with the need for interim Contract Management services due to the recent resignation of the SGVCOG's Contractor Manager. Staff offers the following justification for its recommendation that these services be obtained through a non-competitive procurement.

SGVCOG is looking for a firm with a qualified individual to provide interim Contract Management services on an as-needed basis. Key qualifications needed are:

- senior level project management experience,

- knowledge of the Caltrans Local Programs Manual and the contracting provisions,
- knowledge of Metro's contracting requirements
- knowledge of large scale construction and professional contracts, and
- ability to understand the operational requirements of a Joint Powers Authority similar to the SGVCOG.

Staff has evaluated a variety of options for obtaining this support. The options are as follows:

1. **Re-assign the duties to existing staff.** We are currently short staffed and the skills to perform this position leaves only the Chief Engineer. Due to current workloads and other obligations, it is not possible for the Chief Engineer to undertake these duties and maintain his other obligations.
2. **Formally Issue a Request for Proposal for engineering firms to provide the services of a qualified individual.** Time is of the essence in the area of procurement. We are in the middle of several procurements including the construction of Durfee Avenue grade separation, a \$50 million effort. SGVCOG is specifically interested in immediately engaging services of a qualified individual on an emergency as-needed basis. A normal formal proposal process would take a minimum of three months to complete, and ironically be handled by the SGVCOG Contract Manager. Since the need is immediate and the SGVCOG does not currently have a Contract Manager, nor existing staff to step into this position, staff does not believe pursuing a formal proposal process would be an effective means to address the current need. Accordingly, staff does not recommend this option.
3. **Issue a sole source contract for Interim Contract Management Services with SouthStar Engineering.**

Staff has recommends this option. Ms. Kirrin possesses the necessary and specific qualifications to provide Interim Contract Management Services for the SGVCOG.

Ms. Kirrin is currently providing technical oversight and program management services to the Gateway Council of Governments which includes 20+ Cities/Jurisdictions and over \$1 billion in funds. In addition, she is the contracted Executive Director for the I-5 JPA. Both positions require extensive knowledge of Caltrans and Metro's contracting procedures and guidelines which are a requirement under the funding for our grade separation projects.

Accordingly, staff believes Ms. Kirrin to meet our unique requirements and recommends approval of a sole source contract her firm SouthStar Engineering.

If approved, the initial scope of services to be provided by Ms. Kirrin includes, but may not limited to:

- Develop Request for Proposals and Invitation for Bid packages and overseeing the selection or bidding process to meet SGVCOG policies and applicable codes and regulations.

- Participates in contractor selection; establishes evaluation criteria; analyzes proposals or bids to determine responsiveness; and recommends awards.
- Works closely with SGVCOG Project Managers to support project progress and insure compliance with SGVCOG funding agency policies.
- Serves as liaison with interaction with Caltrans and MTA staff regarding approvals, audits, and authorizations of contracts.
- Manages direct purchasing activities; ensures responsive purchasing bids are solicited; compares price quotes; recommends vendor awards; issues purchase orders and monitors vendor performance.
- Coordinates the preparation of contracts and contract amendments and ensures compliance with applicable rules and regulations.
- Monitors contract progress and compliance; reviews and approves change orders, invoices and payments, and works with contractors to resolve problems.
- Manages SGVCOG's labor compliance and DBE and SBE programs, ensuring compliance with regulations governing these programs.
- Develops procurement schedules for large complex projects and assists with pre-bid or pre-proposal meetings.
- Prepares of Invitation for Bid (IFB) and Request for Proposal (RFP) documents, including drafting modifications to terms and conditions for large, complex procurements.
- Schedules advertising and announcement of IFBs and RFP's in relevant sources for optimal effect and participation.
- Provides assistance with outreach to new vendors regarding the requirements of the procurement process.
- Provides highly technical assistance in DBE/SBE Compliance, development of contract goals, outreach to small businesses as well as good faith effort responsiveness reviews.
- Coordinates preparation of responses to bidder/proposer questions and addenda; participates in, and documents, bid and proposal evaluation, including determination of responsiveness and cost/price analysis.

Assuming these services will be needed through the end of March 2019, the estimated cost for Ms. Kirrin's services is \$75,000. The proposed agreement would be billed on an hourly rate plus expenses.



Mark Christoffels
Chief Engineer

AGREEMENT NO. 18-06

AGREEMENT FOR

INTERIM CONTRACT MANAGEMENT SERVICES

BY AND BETWEEN

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

AND

SOUTHSTAR ENGINEERING & CONSULTING, INC.

DECEMBER 17, 2018

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

AGREEMENT FOR

INTERIM CONTRACT MANAGEMENT SERVICES

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AGREEMENT NO. 18-06

**AGREEMENT FOR
INTERIM CONTRACT MANAGEMENT SERVICES**

BY AND BETWEEN

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND**

SOUTHSTAR ENGINEERING & CONSULTING, INC.

This AGREEMENT FOR INTERIM CONTRACT MANAGEMENT SERVICES BY AND BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND SOUTHSTAR ENGINEERING & CONSULTING, INC. (the "AGREEMENT"), is made and entered into effective as of the 17th day of December 2018, by and between the San Gabriel Valley Council of Governments, (the "SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS") and SOUTHSTAR ENGINEERING & CONSULTING, INC (the "CONSULTANT").

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 24 "TERMINATION OF AGREEMENT", this AGREEMENT shall remain in force from the effective date, as first shown above, and shall expire on June 1, 2019. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SUBCONTRACTORS.

CONSULTANT shall perform the services contemplated under this AGREEMENT using the resources available within its own organization and any subcontractors that have been authorized, in writing, by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Any substitution and removal of subcontractors must be approved, in writing, by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Unless otherwise required by this AGREEMENT, any subcontract with a value in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) that is executed by CONSULTANT in connection with this AGREEMENT shall contain all of the provisions of this AGREEMENT that are applicable to subcontractors. CONSULTANT shall submit to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS a copy of each of its fully executed agreements and amendments with its subcontractors upon request of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 3. SCOPE OF SERVICES.

EXHIBIT "A" describes the SCOPE OF SERVICES anticipated under this contract. It is understood and agreed that the total SCOPE OF SERVICES is only an estimate and that the actual services collectively required of CONSULTANT may be less than the SCOPE OF SERVICES. Further, it is understood and agreed that SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS makes no guarantee; either express or implied, as to the actual, total dollar value of the SCOPE OF SERVICES that will be authorized under this AGREEMENT.

SECTION 4. CHANGES IN WORK. [NOT USED]

SECTION 5. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT, which are in addition to or outside of those described in SECTION 3 above, unless such additional services are authorized in advance and in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 6. RIGHT OF ENTRY. [NOT USED]

SECTION 7. COMPENSATION AND METHOD OF PAYMENT.

- B. CONSULTANT shall be compensated in the manner and amounts specified in Attachment "B" COMPENSATION" attached hereto and made a part of this AGREEMENT. The total compensation due CONSULTANT shall not exceed the amount set forth in the budget contained in Attachment "B" unless additional compensation is approved in writing in advance by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT shall incur only such costs as are reasonable and necessary and in the best interests of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The CONSULTANT agrees to use its best efforts to perform the work specified in Attachment "A" SCOPE OF SERVICES and all obligations under this AGREEMENT within any not-to-exceed limit specified in Attachment "B". Any costs incurred by CONSULTANT in excess of the aforesaid limitation without the express written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall be at CONSULTANT's own risk. Reimbursements on subcontracts for goods and services shall be limited to the actual amount paid by the CONSULTANT to the subcontractor(s). Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the hourly rates payable to the CONSULTANT.
- G. As soon as practical after the first day of each calendar month, but in no event later than the fifteenth (15th) of the month, CONSULTANT shall furnish to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS an original invoice. The invoice shall identify all compensation due to CONSULTANT by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for services performed in the previous month. Each original invoice shall also include sufficient supporting materials to enable SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to confirm that all claimed services have been properly completed and costs incurred as claimed by CONSULTANT. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall endeavor to pay the amount due CONSULTANT in full within thirty (30) days after receipt of invoice. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS reserves the right to withhold payments to CONSULTANT for any labor compliance violations until such matter is resolved.
- I. In the event SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS disputes any item in any invoice, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall notify CONSULTANT within thirty (30) days of receipt by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS of said invoice. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall process and endeavor to pay the undisputed portion of said invoice within thirty (30) days of receipt. CONSULTANT shall correct and resubmit any properly disputed portions of said invoice. Should SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS require additional documentation to process any invoice, CONSULTANT shall provide such documentation within five (5) working days.

- J. Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any deficiencies in services performed by CONSULTANT.
- M. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS requires that prompt progress payments be made to all lower tier subcontractors in accordance with the requirements of Section 7108.5 of the California Business and Professions Code. CONSULTANT agrees to make a progress payment to each of its subcontractors for the respective amount allowed the CONSULTANT on account of the work performed by the subcontractors work no later than seven (7) calendar days after CONSULTANT receives any progress payment from SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the work of CONSULTANT's subcontractors.
- N. CONSULTANT agrees to make payment of subcontractor retained funds to subcontractors no later than seven (7) calendar days after SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS pays any retained funds to CONSULTANT for work of CONSULTANT's subcontractors. CONSULTANT further agrees to pay each of its subcontractors all remaining retained funds within thirty (30) calendar days after each subcontractor's work is satisfactorily completed and a final invoice is submitted to CONSULTANT; provided, however, that CONSULTANT may withhold any retainage payments associated with invoice items that are in dispute. The prompt payment provisions of this paragraph shall be included in all of CONSULTANT's subcontract agreements.
- O. Interest payments made by CONSULTANT to subcontractors of CONSULTANT because of late payments by CONSULTANT are an unallowable cost under this AGREEMENT and will not be reimbursed by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Repeated and persistent failures by CONSULTANT to comply with the prompt payment policy of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will be considered a material failure to comply with the terms of this AGREEMENT and may result in the CONSULTANT being in default under SECTION 25.

SECTION 8. DEFICIENT SERVICES, ADDITIONAL COSTS AND REDESIGN. [NOT USED]

SECTION 9. EQUIPMENT PURCHASES. [NOT USED]

SECTION 10. OWNERSHIP OF DOCUMENTS.

All materials, information and data prepared, developed, or assembled by CONSULTANT or furnished to CONSULTANT by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in connection with this AGREEMENT, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. If requested, Data shall be given to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to CONSULTANT. Copies of Data may be retained by CONSULTANT but CONSULTANT warrants that Data shall not be made available to any person or entity for use without the prior written approval of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. This warranty shall survive termination of this AGREEMENT for five (5) years.

SECTION 11. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, timesheets or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for not less than four (4) years from the date of final payment made to CONSULTANT by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in accordance with this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.
- B. Any and all records or documents required to be maintained pursuant to this SECTION 11 shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or its designated representatives or representatives of any governmental entities providing funding for the project, if a portion of such funding is used to compensate CONSULTANT hereunder. Copies of such documents or records shall be provided directly to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- C. Where SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has reason to believe that any of the documents or records required to be maintained pursuant to this SECTION 11 may be lost or discarded due to dissolution or termination of CONSULTANT's business, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may, in writing, require that custody of such documents or records be given to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and that such documents and records thereafter be maintained by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 12. STATUS OF CONSULTANT.

- A. CONSULTANT is and shall at all times remain a wholly independent CONSULTANT and not an officer, employee or agent of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT shall have no authority to bind SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.
- B. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, nor any elected or appointed boards, committees, officers, officials, employees or agents of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

- C. Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.
- D. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relationship between the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and any subcontractors of CONSULTANT, and no subcontract shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's obligation to make payments to the CONSULTANT.

SECTION 13. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, nor any elected or appointed boards, committees, officers, officials, employees or agents of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this SECTION 13.

SECTION 14. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION.

CONSULTANT should ensure that small business enterprises have been afforded every opportunity to participate in the work associated with this project and should take all necessary and reasonable steps for this assurance.

SECTION 15. FAIR EMPLOYMENT PRACTICES.

- A. During the performance of this AGREEMENT, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, sex, religious creed, national origin, age (over 40), ancestry, pregnancy, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition (e.g., cancer) or marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all

subcontracts under the AGREEMENT.

- B. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, actual or perceived sexual orientation, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees, notices provided by state and federal agencies regarding fair employment practices.
- C. CONSULTANT will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by representatives of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' funding agencies to investigate or ascertain compliance with this SECTION 15 of this AGREEMENT.
- D. Remedies for willful violation:
 - i. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may determine a willful violation of the fair employment provision of this AGREEMENT to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONSULTANT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONSULTANT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - ii. For willful violation of the fair employment provision of this AGREEMENT, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right to terminate this AGREEMENT, either in whole or in part, and any loss or damage sustained by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in securing the goods or services described herein shall be borne by and paid for by CONSULTANT and SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may deduct from any moneys due or that thereafter may become due to CONSULTANT, the difference between the price named in the AGREEMENT and the actual cost thereof to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to cure CONSULTANT's breach of this AGREEMENT.

SECTION 16. NONDISCRIMINATION ASSURANCES.

- A. CONSULTANT hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of CONSULTANT under this AGREEMENT. CONSULTANT hereby gives assurance that CONSULTANT and subcontractors will promptly take any measures necessary to effectuate this SECTION 16. Failure by the CONSULTANT to carry out these requirements would be a material breach of the AGREEMENT and may result in termination of the AGREEMENT in accordance with SECTION 25 or other actions by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in accordance with SECTION 25.

- B. CONSULTANT, without limiting the above general assurance, hereby gives the following specific assurances:
- i. CONSULTANT agrees that each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
 - ii. CONSULTANT shall insert the following notification in all solicitations for bids for work or material made in connection with this AGREEMENT and, in adapted form, in all proposals for negotiated agreements:

“CONSULTANT hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, religion, or disability in consideration for an award”.
 - iii. CONSULTANT shall insert the clauses of EXHIBIT “C” “NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS” into every subcontract under this AGREEMENT.
 - iv. CONSULTANT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this AGREEMENT.
 - v. CONSULTANT shall provide for such methods of administering its obligations under the AGREEMENT as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that CONSULTANT and its agents, subcontractors, and successors in interest will comply with all requirements imposed by, or pursuant to the ACT, the REGULATIONS, and this AGREEMENT.

SECTION 17. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in connection therewith.

SECTION 18. CONFLICTS OF INTEREST.

- A. The CONSULTANT shall disclose any financial, business, or other relationship with the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS that may have an impact upon the outcome of this AGREEMENT. The CONSULTANT shall also disclose current clients who may have a financial interest in the outcome of this AGREEMENT.
- B. The CONSULTANT 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. Any subcontract in excess of twenty-five thousand dollars (\$25,000) entered into as a result of this AGREEMENT shall contain all of the provisions of this SECTION 18.

SECTION 19. RESTRICTIONS ON LOBBYING.

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
1. By signing this AGREEMENT, CONSULTANT certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or an employee of the Congress, or an employee of a Member of Congress in connection with this 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 an employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this AGREEMENT, CONSULTANT shall complete and submit all required lobbying disclosure forms and reports.
- C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT was executed. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The language of this SECTION 19 shall be included in all subcontracts that exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) in value and that all such subcontractors shall certify and disclose accordingly.

SECTION 20. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- A. All information gained or work products produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work products to persons or entities other than SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS without prior written authorization from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, except as may be required by law.
- B. CONSULTANT, its officers, employees, agents or subcontractors shall not, without prior written authorization from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or unless requested by legal counsel to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, voluntarily provide declarations, letters of support, and testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS notice of such court order or subpoena.
- C. The CONSULTANT shall not issue any news release or public relations item of any nature regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and receipt of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' written permission.

- D. If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONSULTANT's conduct.
- E. CONSULTANT shall promptly notify SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and to provide SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean that SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has an obligation to control, direct, or rewrite said response.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity other than SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 21. INDEMNIFICATION.

- A. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS along with its individual members, the City of Pasadena, the Los Angeles County and their respective elected and appointed boards, committees, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all losses, liabilities, claims, actions, demands, detriments, penalties, charges, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s) (including, but not limited to, employees, subcontractors, agents, and invitees of CONSULTANT, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS along with its individual members, the City of Pasadena, the Los Angeles County or any other person to whom a duty of care is owed), damage to or destruction of property, loss of use of property, economic loss of third parties or otherwise relating to, occurring as a result of, or allegedly caused during the term of this AGREEMENT by the negligence, or reckless acts or omissions or willful misconduct of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.
- B. If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, shall defend INDEMNITEES at its expense by counsel acceptable to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 22 shall ensure CONSULTANT's obligations under this SECTION 21, but the limits of such insurance shall not limit the liability of CONSULTANT

hereunder. The provisions of this SECTION 21 shall survive the expiration or earlier termination of this AGREEMENT.

- C. The provisions of this SECTION 21 do not apply to CLAIMS occurring as a result of the sole negligence or willful misconduct of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 22. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "D" INSURANCE and made part of this AGREEMENT and, unless waived by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in its sole discretion, to require that all its subcontractors also obtain and maintain the insurance policies set forth in EXHIBIT "D". CONSULTANT insurance shall provide coverage for all activities under this AGREEMENT, whether performed by CONSULTANT or any subcontractors. The insurance policies shall name the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS along with its individual members, and their respective elected and appointed boards, committees, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S or subcontractor's obligations under the AGREEMENT. All insurance policies shall be subject to approval by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS as to form and content. The insurance policy requirements as set forth in EXHIBIT "F" are subject to amendment or waiver if so approved in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Upon request by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, CONSULTANT agrees to provide certificates evidencing that CONSULTANT and its subcontractors have obtained the required policies.

SECTION 23. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to any and all remedies at law or in equity, including summary termination of this AGREEMENT.

Notwithstanding any other provisions in this SECTION 23, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may assign this AGREEMENT, in whole or in part, including performance of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's duties and responsibilities, to a successor organization that will undertake the project(s) named herein and this AGREEMENT shall inure to the benefit of and shall be binding upon any such successor organization and CONSULTANT.

SECTION 24. TERMINATION OF AGREEMENT.

- A. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

- B. Upon termination of this AGREEMENT, all property belonging to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, which is in CONSULTANT's possession, shall be returned to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT shall furnish to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 7 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 7 of this AGREEMENT.

SECTION 25. DEFAULT.

If either CONSULTANT or SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS fails to perform any material obligation under this AGREEMENT, the non-breaching party shall notify the breaching party in writing. Within thirty (30) days of receipt of such written notice, the breaching party shall commence curing such breach and shall diligently pursue such cure to completion. If the breaching party fails to diligently pursue such cure to completion, the breaching party shall be in default under the terms of this AGREEMENT. In the event that CONSULTANT is in default, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default, and SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, without limiting any other legal or equitable remedies available to it, shall be entitled to withhold from CONSULTANT amounts unpaid hereunder and to offset such amounts against damages or losses incurred by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, including increased costs of services.

SECTION 26. CONSULTANT'S ENDORSEMENT.

CONSULTANT shall place its endorsement on all developed plans, estimates, specifications or any other engineering provided to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 27. CONTINUITY OF PERSONNEL.

CONSULTANT may not replace key staff, set forth in CONSULTANT's Proposal, and included as EXHIBIT "E" "LIST OF KEY PERSONNEL" attached hereto, unless their employment is terminated or their replacement is agreed upon by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS must approve replacement staff before the replacement staff are assigned to perform services under this AGREEMENT. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS reserves the right to request that CONSULTANT replace a staff person assigned to perform services under this AGREEMENT in the event the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in its sole discretion, determines such a replacement is necessary. Replacement of key staff, in every case, are subject to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS written approval prior to assignment to perform services under this AGREEMENT.

SECTION 28. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this AGREEMENT.

SECTION 29. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local governments,

court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 30. PATENT RIGHTS.

Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the AGREEMENT, as appropriate.

SECTION 31. COPYRIGHTS.

The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may permit copyrighting reports or other agreement products. If copyrights are permitted, the funding agencies shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

SECTION 32. LABOR COMPLIANCE REQUIREMENTS.

This AGREEMENT is subject to State prevailing wage requirements of the California Labor Code including Sections 1770 and 1773. All covered work classifications required in performance of this AGREEMENT will be subject to prevailing wage provisions. If there is a difference between the Federal and State wage rates, the CONSULTANT and its subcontractors shall pay not less than the higher wage rate. CONSULTANT shall further adhere to the requirements contained in Exhibit "F" - Labor Compliance Provisions.

In order to demonstrate compliance, if CONSULTANT provides employer sponsored fringe benefit packages to its employees, CONSULTANT must be able to show that the CONSULTANT's payments on behalf of its employees to the benefit packages are equal to the aggregate fringe benefit credit amount specified in the applicable prevailing wage determination. In the event that the CONSULTANT pays for a total fringe benefit package in an amount less than the aggregate credit allowed in the prevailing wage determination, the CONSULTANT must pay the difference directly to the employee. However, in no event will employer payments in excess of the amount specified as the total for fringe benefits be used to reduce the basic wage rate paid to the employee. Additionally, payments in excess of the basic hourly prevailing wage rate may be credited towards the fringe benefit payment requirement.

SECTION 33. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any default of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent default or violation of any provision of this AGREEMENT. Acceptance by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 34. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by facsimile, or electronic mail, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:

Mark Christoffels
Chief Engineer
San Gabriel Valley Council of Governments
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Telephone: (626) 962-9292

With a copy to:

Gregory M. Murphy
General Counsel
San Gabriel Valley Council of Governments
c/o Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
Telephone: (213) 236-2835

To CONSULTANT:

Yvette Kirrin
President
SouthStar Engineering and Consulting Inc.
1945 Chicago Ave, Unit C
Riverside, CA 92507
Telephone: (626) 644-8058

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or electronic mail, if mailed three (3) days after deposit of the same in the custody of the United States Postal Service or if via overnight delivery, on the date one (1) day after deposit of same to overnight delivery service.

SECTION 35. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 36. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 37. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

SECTION 38. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 39. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provisions.

SECTION 40. COVENANT AGAINST CONTINGENT FEES.

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this AGREEMENT and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this AGREEMENT. For breach or violation of this warranty, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in its sole discretion, shall have the right to terminate this AGREEMENT without liability, or at its discretion to pay only for the work performed or to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 41. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS employee. For breach or violation of this warranty, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right, in its sole discretion, to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

SECTION 42. CONSULTANT DESIGN STANDARDS. [NOT USED]

SECTION 43. DISPUTES.

- A. Any dispute, other than audit, concerning a fact arising with the work that is not disposed of by AGREEMENT shall be referred for a determination by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS Project Manager or his designee, who may consider written or verbal information submitted by the CONSULTANT.
- B. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by Executive Director or designee of unresolved disputes, other than audit. The request for review may be submitted verbally or in writing.
- C. Neither the pendency of a dispute, nor its consideration by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will excuse the CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

SECTION 44. USE OF PUBLIC FUNDS

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS is committed using public funds (federal, state and local) appropriately and efficiently. Any indication of improper practices, unsafe conditions or illegal activities should be reported to the Metro Office of Inspector General's hotline number (800) 221-1142. The service is available Monday through Friday, during business hours and is confidential and anonymous.

SECTION 45. SAFETY

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment procedures. CONSULTANT shall comply with safety instructions issued by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

Pursuant to the authority contained in Section 591 of the Vehicle Code, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has determined that such areas within the limits of the project and are open to public traffic. CONSULTANT shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. 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.

SECTION 46. NATIONAL LABOR RELATIONS BOARD CERIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

SECTION 47. EVALUATION OF CONSULTANT [NOT USED]

SECTION 48. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has/have the authority to execute this AGREEMENT on behalf of his/her/their organization and warrants and represents that he/she/they has/have the authority to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 49. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 50. SIGNATURES.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By_____

Title President

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By_____

Title Chief Engineer

ATTEST:

Secretary

APPROVED AS TO FORM:

Counsel to SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “A”

Scope of Services

1. Develop Request for Proposals and Invitation for Bid packages and overseeing the selection or bidding process to meet SGVCOG policies and applicable codes and regulations.
2. Participates in contractor selection; establishes evaluation criteria; analyzes proposals or bids to determine responsiveness; and recommends awards.
3. Works closely with SGVCOG Project Managers to support project progress and insure compliance with SGVCOG funding agency policies.
4. Serves as liaison with interaction with Caltrans and MTA staff regarding approvals, audits, and authorizations of contracts.
5. Manages direct purchasing activities; ensures responsive purchasing bids are solicited; compares price quotes; recommends vendor awards; issues purchase orders and monitors vendor performance.
6. Coordinates the preparation of contracts and contract amendments and ensures compliance with applicable rules and regulations.
7. Monitors contract progress and compliance; reviews and approves change orders, invoices and payments, and works with contractors to resolve problems.
8. Manages SGVCOG’s labor compliance and DBE and SBE programs, ensuring compliance with regulations governing these programs.
9. Develops procurement schedules for large complex projects and assists with pre-bid or pre-proposal meetings.
10. Prepares of Invitation for Bid (IFB) and Request for Proposal (RFP) documents, including drafting modifications to terms and conditions for large, complex procurements.
11. Schedules advertising and announcement of IFBs and RFP’s in relevant sources for optimal effect and participation.
12. Provides assistance with outreach to new vendors regarding the requirements of the procurement process.
13. Provides highly technical assistance in DBE/SBE Compliance, development of contract goals, outreach to small businesses as well as good faith effort responsiveness reviews.
14. Coordinates preparation of responses to bidder/proposer questions and addenda; participates in, and documents, bid and proposal evaluation, including determination of responsiveness and cost/price analysis.

15. Supports negotiations of amendments for professional services contracts by assisting Project Managers with the development of SGVCOG negotiations position, review of cost proposals, participation in negotiations, and preparation of documentation and amendments.
16. Processes change orders relevant to construction contracts ensuring compliance with contract specifications.
17. Coordinates with SGVCOG's internal staff and managers to ensure that consultants/contractors are in compliance with contract requirements.
18. Coordinates contract closeout activities such as final audit, final payment, and reporting to funding agencies.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “B”

Compensation

Compensation

The following compensation will be paid to Consultant:

Yvette M. Kirrin - \$210 per hour

Reimbursable expenses will be charged at cost and include, but are not limited to, the following:

- Reproduction
- Travel

(Expenses other than reproduction will be reimbursed if prior approval is obtained from Agency's Chief Engineer.)

Total compensation shall not exceed \$75,000 during the initial term of this contract without the prior approval of the Agency's Chief Engineer.

Method of Payment

Agency will compensate Consultant based on the preceding hourly rate on a time and materials basis based on monthly invoices detailing the services provided and the hours supplied for each service that are processed and approved by Agency's Chief Engineer.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “C”

Nondiscrimination Assurances in Subcontracts

EXHIBIT “C”

NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS

****DELETE IF NO SUBCONTRACTS ANTICIPATED****

During the performance of this AGREEMENT, SUBCONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

(1) Compliance with Regulations: SUBCONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time *hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: SUBCONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurement of materials and leases of equipment.

SUBCONTRACTOR further certifies and agrees that all persons employed by the SUBCONTRACTOR, its affiliates, subsidiaries, or holding companies are and will be treated equally by the SUBCONTRACTOR without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with state and federal anti-discrimination laws. SUBCONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices.

(3) Solicitations for sub-agreements, Including Procurements of Materials and Equipment:
In all solicitations either by competitive bidding or negotiation made by SUBCONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by SUBCONTRACTOR of the SUBCONTRACTOR’s obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, and national origin.

(4) Information and Reports: SUBCONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to SUBCONTRACTOR’s books, records, accounts, other sources of information, and its facilities as may be determined by State of California or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of SUBCONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, SUBCONTRACTOR shall so certify to the State of California or FHWA, as appropriate, and shall set forth what efforts SUBCONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of SUBCONTRACTOR’s noncompliance with the nondiscrimination provisions of this AGREEMENT, State of California shall impose such sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to SUBCONTRACTOR under the AGREEMENT until SUBCONTRACTOR complies; and/or

(b) Cancellation, termination or suspension of the AGREEMENT in whole or part.

(6) Incorporation by Reference: SUBCONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment. SUBCONTRACTOR shall take such action with respect to any sub-agreement or procurement as State of California or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event SUBCONTRACTOR becomes involved in or is threatened with litigation with a sub-applicant or supplier as a result of such direction, SUBCONTRACTOR may request State of California or FHWA enter into such litigation to protect the interests of State of California, and, in addition, SUBCONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “D”

Insurance

EXHIBIT “D”

INSURANCE

- A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, and subcontractors, along with CONSULTANT’S (and all its subcontractor’s) agents officers and employees. CONSULTANT shall have the sole responsibility of monitoring subcontractor compliance with such requirements. Insurance is to be placed with insurers with a current A.M. Best’s rating of A++, A+, or A and a capacity rating of VII or higher.

1. Minimum Scope of Insurance.

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this AGREEMENT, underground hazards, products-completed operations, a separate “per project” general aggregate limit (ISO Form CG 25 03 or equivalent), broad form property damage, and name the San Gabriel Valley Council of Governments along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers as “additional insureds” with respect to all liabilities arising out of CONSULTANT’S obligations under the AGREEMENT. The CONSULTANT’S insurance policy shall include or be endorsed to include a “severability of interests” provision (ISO Form CG0001 or equivalent) ensuring that each “additional insured” is treated as if it is the only insured.
- b. “Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0025, or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the CONSULTANT and name the San Gabriel Valley Council of Governments along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers as “additional insureds” with respect to all liabilities arising out of CONSULTANT’S obligations under the AGREEMENT. The CONSULTANT’S insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured.
- c. Workers’ Compensation Insurance as required by the Labor Code of the State of California and Employer’s Liability Insurance covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this

AGREEMENT. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

- d. Professional Liability Insurance providing protection against injuries or damages caused by the errors or omissions of the CONSULTANT. The coverage may be written either on an "occurrence form" or "claims made form." If written on a claims made form, the coverage shall provide for at least a three-year extended reporting/discovery period, which shall be invoked should the Professional Liability Insurance covering the period of this AGREEMENT be cancelled.

2. Minimum Limits of Insurance. CONSULTANT shall maintain the following limits of insurance:

- a. General Liability: a per occurrence limit of \$2,000,000; a "per project" general aggregate limit of at least \$4,000,000; and a products-completed operations aggregate limit of at least \$4,000,000.
- b. Automobile Liability: a per occurrence limit of \$2,000,000 per occurrence.
- c. Workers' Compensation and Employer's Liability: Workers' Compensation with limits to California Statutory Limits, as required by the Labor Code of the State of California, and Employer's Liability limits of \$1,000,000 per accident, or disease, and per employee.
- d. Professional Liability Insurance: a per occurrence limit of \$ 2,000,000 and in the aggregate.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

- 1. No insurance policy required by this EXHIBIT "H" shall be suspended, voided, or cancelled by the insurer nor by the CONSULTANT, or reduced in coverage or in limits except after 30 days prior written notice by Certified Mail, return receipt requested, has been given to and with the written consent of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.
- 2. CONSULTANT'S insurance shall be primary insurance. Any other insurance shall be "excess only and non-contributing" with respect to any insurance carried by the the San Gabriel Valley Council of Governments or any of its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
- 3. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, subject only to the limits of the insurer's liability.
- 4. Any failure to comply with the reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the San Gabriel Valley Council

of Governments along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.

5. CONSULTANT'S insurers shall agree to waive all rights of subrogation against the San Gabriel Valley Council of Governments along with its individual members, and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
6. CONSULTANT'S insurance shall provide coverage for all activities under this contract, whether performed by consultant or any subconsultant under their control.
7. Any deductibles or self-insured retentions must be declared and approved by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.
8. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.
9. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “E”

List of Key Personnel

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “E”

List of Key Personnel

NAME	FIRM	POSITION
Yvette Kirrin	Southstar Engineering	Contract Manager

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “F”

Labor Compliance Provisions

LABOR COMPLIANCE PROGRAM PROVISIONS

SUMMARY

The San Gabriel Valley Council of Governments (SGVCOG) in institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of Local, State and Federally funded public works contracts. This program is applicable to all public works projects, which are designated as requiring prevailing wages.

In compliance with Senate Bill 854, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Consultants, including all subconsultants (regardless of tier) must be registered with the Department of Industrial Relations in accordance with the Public Works Contractor Registration Law [SB 854], if applicable.

Effective August 1, 2016, General Contractors, including all subcontractors must furnish electronic certified payroll records to the Labor Commissioner in DIR's eCPR data system.

California Labor Code Section 1770, *et seq.* requires that contractors on public works projects pay their workers based on prevailing wage rates established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code 1771.5 requires an awarding body to identify prevailing wage requirements in bid invitations, contract language and at pre-construction conferences, to review payroll records to verify compliance with the Labor Code, and to withhold contract payments when payroll records are delinquent or inadequate or when underpayments have occurred.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This Labor Compliance Program ("LCP") contains labor compliance standards required by State and Federal laws, regulations, and directives, as well as policies and contract provisions, which include, but are not limited to, the following:

- Contractors' payment of applicable general prevailing wage rates.
- Contractors' employment of properly registered apprentices.
- Contractors' provision of certified payroll records upon request, but not less than weekly.
- Program's monitoring of SGVCOG construction sites for verification of proper payments of prevailing wage rates and work classification.
- Program's presentation at pre-construction conferences with contractors/subcontractors.
- Program's withholding of contract payments and reporting of willful violations to the Labor Commissioner.
-

The Labor Compliance Program will be provided to the selected Consultant(s).

The SGVCOG institutes this general Labor Compliance Program ("LCP") for the purpose of implementing its policy relative to labor compliance provisions of Local, State and Federally-funded public works contracts and additionally to comply with the provisions of Labor Code section 1771.3 pertaining to the use of funds derived from state-issued public works bonds. The SGVCOG will continue to update its program as the laws and regulations relating to Labor Compliance Programs are changed and updated.

In establishing this LCP, the SGVCOG adheres to statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, on applicable projects, the SGVCOG intends to actively enforce this LCP by monitoring SGVCOG construction sites for payment of prevailing wage rates and to require contractors and subcontractors with workers on applicable SGVCOG projects to submit copies of certified payroll records demonstrating their compliance with payment of prevailing wage rates.

The LCP covers the following standards required by State and Federal laws, regulations and directives, as well as policies and contract provisions, which include, but are not limited to the following:

- I. Public Works Subject to Prevailing Wage Laws
- II. Components of a Labor Compliance Program
- III. Responsibility of the SGVCOG
- IV. Responsibility of the Contractor and Subcontractor
- V. Review of Certified Payroll Records
- VI. Reporting of Willful Violations to the Labor Commissioner

PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

State prevailing wage rates apply to public works contracts as set forth in Labor Code Sections 1720 *et seq.*, and include, but are not limited to, such types of work as construction, alteration, demolition, repair or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines appropriate prevailing wage rates for particular construction trades and crafts by county.

For federally-funded or assisted projects, the application of State prevailing wage rates when higher is required whenever federally-funded or assisted projects are controlled or carried out by the SGVCOG.

For field surveying projects, field survey work traditionally covered by collective bargaining agreements is subject to prevailing wage rates when it is integral to the specific public works project in the design, preconstruction, or construction phase.

For maintenance projects, public works contracts for maintenance are subject to prevailing wage rate payments as set forth in Section 1771 of the Labor Code.

COMPONENTS OF A LABOR COMPLIANCE PROGRAM

Pre-Construction Conference/Administrative Meeting

After the SGVCOG awards a public works contract and prior to commencement of the work, a mandatory Pre-Construction Conference/Administrative Meeting shall be conducted by the SGVCOG with the contractor and those subcontractors listed.

At that meeting, SGVCOG staff will discuss Federal and State labor law requirements applicable to the contract, including prevailing wage requirements, respective record-keeping responsibilities, the requirement for submittal of certified payroll records to the SGVCOG and the prohibition against discrimination in employment.

SGVCG staff will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements and will discuss in detail the following checklist items:

1. Contractor's duty to pay prevailing wages [Labor Code Section 1770 *et seq.*].
2. Contractor's duty to employ registered apprentices on public works projects [Labor Code Section 1777.5].
3. Penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment [Labor Code Sections 1775, 1777.7, and 1813].
4. Requirement to maintain and submit copies of certified payroll records to the SGVCOG, on a weekly basis, as required [Labor Code Section 1776] and penalties

for failure to do so [Labor Code Section 1776(g)]. The requirement includes and applies to all subcontractors performing work on this project even if their portion of the work is less than one half of one-percent (0.5%) of the total amount of the contract.

5. Prohibition against employment discrimination [Labor Code Sections 1735 and 1777.6; the Government Code and Title VII of the Civil Rights Act of 1964, as amended].
6. Prohibition against taking or receiving a portion of an employee's wages [Labor Code Section 1778] (kickback). Code
7. Prohibition against accepting fees for registering any person for public works [Labor Code Section 1779] or for filing work orders on public works [Labor Code Section 1780].
8. Requirement to list all subcontractors that are performing one-half of one percent (0.5%) of the total amount of the contract [Public Contract Code Section 4100 *et seq.*].
9. Requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed [Labor Code Section 1021] and under California Contractors License Law. Also, see Business and Professions Code Section 7000, *et seq.*
10. Prohibition against unfair competition [Business and Professions Code Sections 17200-17208].
11. Requirement that contractor and subcontractor be properly insured for Workers' Compensation [Labor Code Section 1861].
12. Requirement that the contractor abide by Occupational Safety and Health laws and regulations that apply to this particular public works project.
13. Prohibition against hiring undocumented workers and requirement to secure proof of eligibility/citizenship from all workers.
14. Requirement to provide itemized wage statements to employees under Labor Code Section 226.

Contractors and subcontractors present at the Pre-Construction Conference/Administrative Meeting will be given the opportunity to ask questions relative to items contained in the Checklist of Labor Law Requirements. The checklist will then be signed by the contractor's representative and a representative of each subcontractor and the SGVCOG.

At the Pre-Construction Conference/Administrative Meeting, the SGVCOG will provide the contractor with a copy of the SGVCOG's LCP packet which includes:, the Checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll record forms, fringe benefit statements, State apprenticeship requirements, and a copy of the

Labor Code relating to Public Works and Public Agencies [Part 7, Chapter 1, Sections 1720-1861].

It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

Requirement for Certified Payroll Records

A requirement that certified payroll records be kept by the contractor in accordance with Labor Code Section 1776 and furnished to the SGVCOG at times will be designated in the contract, which shall be at least monthly, or within 10 days of any request by the SGVCOG. Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.

Orderly Review

The SGVCOG will implement a program for orderly review of payroll records and, if necessary, for audits to verify compliance with the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

Prescribed Routine

The SGVCOG will implement a prescribed routine for withholding penalties, forfeitures, and underpayment of wages for violations of the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

No Payment when payroll records are delinquent or inadequate

All contracts to which prevailing wage requirements apply shall include a provision that contract payments shall not be made when payroll records are delinquent or inadequate.

Responsibility to enforce prevailing wage requirements

It is the responsibility of the SGVCOG to enforce prevailing wage requirements, consistent with the policy of the state as expressed in Labor Code Section 90.5(a). The SGVCOG shall take reasonable, vigorous, and prompt action to (1) determine whether violations exist, and (2) enforce compliance, including through imposition of appropriate penalties and formal enforcement action, when violations are found. The SGVCOG shall neither avoid use of its enforcement authority based on cost considerations nor shall it use that authority in an unreasonable manner to gain leverage over a contractor or subcontractor. Unreasonable use of enforcement authority includes, but is not limited to, prolonged or excessive withholdings of contract payments without making a determination that a violation has occurred.

Failure of an Awarding Body or Labor Compliance Program

The failure of the SGVCOG to comply with any requirement imposed by this subchapter shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code.

RESPONSIBILITY OF THE SGVCOG

In accordance with Title 8 of the California Code of Regulations Section 16100, the SGVCOG shall:

1. Obtain the prevailing wage rate from the Director in accordance with Labor Code Sections 1771 and 1773.
2. Specify the appropriate prevailing wage rates, in accordance with Labor Code Sections 1773.2 and 1777.5.
 - a. The posting requirement is applicable for each job site.
 - i. EXCEPTION: If more than one worksite exists on any project, then the applicable rates may be posted at a single location which is readily available to all workers.
 - b. If a wage rate for a craft, classification or type of worker is not published in the Director's general prevailing wage determinations, a request for a special determination should be made by the awarding body to Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142, at least 45 days prior to the project bid advertisement date.
3. Notify DAS. See Labor Code Section 1773.3.
4. Inform prime contractors, to the extent feasible, of relevant public work requirements:
 - a. The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.
 - b. Worker's compensation coverage, as set forth in Labor Code Sections 1860 and 1861.
 - c. Keep accurate records of the work performed on the public works project, as set forth in Labor Code Section 1812.
 - d. Inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in Section 16400 (e) of these regulations.
 - e. Other requirements imposed by law.
5. Withhold monies. See Labor Code Section 1727.
6. Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771.

7. Deny the right to bid on public work contracts to contractors or subcontractors who have violated public work laws, as set forth in Labor Code Section 1777.7.
8. Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.
 - a. EXCEPTION: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid, as specified in subsection 16200(a)(3)(F) of these regulations.
9. Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779.
10. Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860.

RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTOR

In accordance with Title 8 of the California Code of Regulations Section 16100, the Contractor and Subcontractor of every tier shall:

1. Pay not less than the prevailing wage to all workers, as defined in Section 16000 of these regulations, and as set forth in Labor Code Sections 1771 and 1774.
2. Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works jobsites.
3. Provide workers' compensation coverage as set forth in Labor Code Section 1861.
4. Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee.
5. Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776.
6. Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director as set forth in Section 16200 (a) (3) of these regulation.
7. Comply with Section 16101 of these regulations regarding discrimination.
8. Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5.
9. Comply with those requirements as specified in Labor Code Sections 1810 and 1813.

10. Comply with other requirements imposed by law.
11. Comply with SB854 requirement to furnish electronic certified payroll records to labor commissioner in its eCPR database system.

REVIEW OF CERTIFIED PAYROLL RECORDS

A. Certified Payroll Records Required

In accordance with Labor Code Section 1776, the contractor and each subcontractor shall maintain certified payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter and furnish them the Labor Compliance Program at times designated in the contract, which shall be at least monthly, or within ten (10) days following receipt of request. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, rate of pay (including rates of contributions for or costs assumed to provide fringe benefits), daily and weekly number of hours worked, actual wages paid and the payroll check numbers.

1. Submittal of Certified Payroll Records

The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to the SGVCOG as required. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor or each subcontractor indicating payroll records are correct and complete, wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and classifications set forth for each employee conform with work performed.

Time cards, front and back copies of canceled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by the SGVCOG at any time and shall be provided at least monthly, or within ten (10) days following receipt of request.

Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) or reports containing all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131) and Statement of Employer Payments (PW26), constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out

accurately and completely. These suggested forms are available from the Department of Industrial Relations.

Reports submitted to this Labor Compliance Program must be either (1) in the form of non-modifiable image or record that bears an electronic signature or includes a copy of an original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature.

The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies.

2. Use of Electronic Reporting Forms

Pursuant to Title 8 of the CCR Section 16404, certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

1. The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);
2. The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;
3. Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either: (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature;
4. The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and
5. No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

3. Full Accountability

Each individual, laborer or craftsperson working on this public works contract must appear on the payroll. The employer who pays the trades worker must report that

individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on this contract must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of work actually done.

The contractor shall provide records required under this section to the SGVCOG and shall make these records available for inspection by the Department of Industrial Relations, and shall permit representatives of each to interview trade workers during working hours on the project site.

4. Responsibility for Subcontractors

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code Section 1775.

5. Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of eight (8) hours in a day and forty (40) hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage Determination.

B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship committee for each apprenticeable craft or trade in the area of the project;
2. Request dispatch of apprentices from the applicable apprenticeship program(s) and employ apprentices on public works projects in a ratio to journeypersons which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyperson work; and
3. Contribute to the applicable apprenticeship program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. If payments are not made to an apprenticeship program, they shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.

If the contractor is registered to train apprentices, the contractor shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid there under for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

C. Audits/Investigations of Certified Payroll Records

Audits shall be conducted by the SGVCOG and shall also be conducted at the request of the Labor Commissioner to determine whether all trade workers on project sites have been paid according to the prevailing wage rates. Audit forms will be utilized.

Audits/investigations may be conducted by the SGVCOG when determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages, or at the request of the Labor Commissioner. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for

each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under Title 8 of the CCR Section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures.

REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER

If an investigation reveals that a willful violation of the Labor Code has occurred, the SGVCOG will make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, and (2) the classification of workers employed on the public works contract. Six (6) types of willful violations are reported:

1. Failure to Comply with Prevailing Wage Rate Requirements

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and SGVCOG contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trade workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated.

2. Falsification of Payroll Records, Misclassification of Work and/or Failure to Accurately Report Hours of Work

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.

3. Failure to Submit Certified Payroll Records

The contractors and subcontractors shall have ten (10) days upon notification by the Program Manager in which to comply with the requirement of submittal of weekly records and/or to correct inaccuracies or omissions that have been detected.

4. Failure to Pay Fringe Benefits

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate.

Failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

5. Failure to Pay Correct Apprentice Rates and/or Misclassification of Workers as Apprentices

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation upon completion of an investigation and audit.

6. Taking of Kickbacks

Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.

MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: December 17, 2018

SUBJECT: Approval of Selection of Simplus Management for Project Management Services for the Fullerton Road Grade Separation Project.

RECOMMENDATION: Staff recommends that the Committee authorize the Chief Engineer to execute an agreement with Simplus Management for Project Management Services for the Fullerton Road Grade Separation Project in the amount of \$536,640.

BACKGROUND: The Fullerton Road Grade Separation Project was being managed by Victoria Butler, our Program/Project Manager who retired from the SGVCOG last month. Since this position would no longer be funded at the completion of the Fullerton Road project, and the project has approximately 26 months to go, it is very challenging to successfully recruit a qualified candidate to fill this position on such a short-term basis. In lieu of attempting to fill the position with a new hire, staff has pursued the option of contracting out the project management services for the Project to a qualified consultant firm.

A Request-for-Proposals (RFP) was issued via e-mail to 11 firms. SGVCOG received proposals from the following firms:

- Willdan Group, Inc
- WSP
- Simplus Management
- Project Partners
- Southstar Engineering
- RT Engineering

A Technical Evaluation Committee (TEC) was formed consisting of SGVCOG staff and it was determined that Simplus Management was the best-qualified firm. The attached contract was negotiated with that firm and will provide the required Project Management services through the anticipated completion date of the project.

BUDGET IMPACT: Funding for this contract will be provided from salary savings by not replacing the currently budgeted Project Manager position for the Fullerton Grade Separation Project.

AGREEMENT NO. 18-07

AGREEMENT FOR

PROJECT MANAGEMENT SERVICES

FOR THE FULLERTON ROAD GADE SEPARATION PROJECT

BY AND BETWEEN

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

AND

SIMPLUS MANAGEMENT

DECEMBER 17, 2018

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

AGREEMENT FOR

**PROJECT MANAGEMENT SERVICES FOR THE FULLERTON ROAD GADE
SEPARATION PROJECT**

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AGREEMENT NO. 18-07

**AGREEMENT FOR
PROJECT MANAGEMENT SERVICES**

FOR THE FULLERTON ROAD GADE SEPARATION PROJECT

BY AND BETWEEN

**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND**

SIMPLUS MANAGEMENT

This AGREEMENT FOR PROJECT MANAGEMENT SERVICES BY AND BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND SIMPLUS MANAGEMENT (the "AGREEMENT"), is made and entered into effective as of the 17th day of December 2018, by and between the San Gabriel Valley Council of Governments, (the "SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS") and SIMPLUS MANAGEMENT (the "CONSULTANT").

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 24 "TERMINATION OF AGREEMENT", this AGREEMENT shall remain in force from the effective date, as first shown above, and shall expire on March 1, 2021. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SUBCONTRACTORS.

CONSULTANT shall perform the services contemplated under this AGREEMENT using the resources available within its own organization and any subcontractors that have been authorized, in writing, by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Any substitution and removal of subcontractors must be approved, in writing, by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Unless otherwise required by this AGREEMENT, any subcontract with a value in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) that is executed by CONSULTANT in connection with this AGREEMENT shall contain all of the provisions of this AGREEMENT that are applicable to subcontractors. CONSULTANT shall submit to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS a copy of each of its fully executed agreements and amendments with its subcontractors upon request of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 3. SCOPE OF SERVICES.

EXHIBIT "A" describes the SCOPE OF SERVICES anticipated under this contract. It is understood and agreed that the total SCOPE OF SERVICES is only an estimate and that the actual services collectively required of CONSULTANT may be less than the SCOPE OF SERVICES. Further, it is understood and agreed that SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS makes no guarantee; either express or implied, as to the actual, total dollar value of the SCOPE OF SERVICES that will be authorized under this AGREEMENT.

SECTION 4. CHANGES IN WORK. [NOT USED]

SECTION 5. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT, which are in addition to or outside of those described in SECTION 3 above, unless such additional services are authorized in advance and in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT shall be compensated for any such additional authorized services in the amounts and in the manner agreed to in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 6. RIGHT OF ENTRY. [NOT USED]

SECTION 7. COMPENSATION AND METHOD OF PAYMENT.

- A. CONSULTANT shall be compensated in the manner and amounts specified in Attachment "B" COMPENSATION" attached hereto and made a part of this AGREEMENT. The total compensation due CONSULTANT shall not exceed the amount set forth in the budget contained in Attachment "B" unless additional compensation is approved in writing in advance by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT shall incur only such costs as are reasonable and necessary and in the best interests of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The CONSULTANT agrees to use its best efforts to perform the work specified in Attachment "A" SCOPE OF SERVICES and all obligations under this AGREEMENT within any not-to-exceed limit specified in Attachment "B". Any costs incurred by CONSULTANT in excess of the aforesaid limitation without the express written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall be at CONSULTANT's own risk. Reimbursements on subcontracts for goods and services shall be limited to the actual amount paid by the CONSULTANT to the subcontractor(s). Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, which costs are included in the hourly rates payable to the CONSULTANT.
- B. The CONSULTANT's compensation for work under any awarded contract will be based on firm fixed hourly rates [which must include all overhead costs and a fee that is no more than nine percent (9%) of the hourly cost rate] multiplied by the direct labor hours performed. CONSULTANT's hourly rates are not adjustable for the first two (2) years of the performance period under the AGREEMENT. The CONSULTANT's performance period will start on the date of the execution of this AGREEMENT. After the first two (2) years, CONSULTANT's hourly rates may have annual adjustments of no more than three (3) percent; subject to review and approval of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are direct result of changes in the prevailing wage rates are reimbursable. These hourly rate limitations are applicable to all subconsultants as well.
- C. CONSULTANT shall notify the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in writing whenever CONSULTANT has reason to believe that within the following sixty (60) day period its total costs and/or compensation will exceed seventy five percent (75%) of the budget as identified in Attachment "B". As part of any such notification, CONSULTANT shall provide the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS with written justification for and a revised estimate of the total cost to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the completion of the scope of work.
- D. As soon as practical after the first day of each calendar month, but in no event later than the

fifteenth (15th) of the month, CONSULTANT shall furnish to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS an original invoice. The invoice shall identify all compensation due to CONSULTANT by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for services performed in the previous month. Each original invoice shall also include sufficient supporting materials to enable SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to confirm that all claimed services have been properly completed and costs incurred as claimed by CONSULTANT. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall endeavor to pay the amount due CONSULTANT in full within thirty (30) days after receipt of invoice. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS reserves the right to withhold payments to CONSULTANT for any labor compliance violations until such matter is resolved.

- E. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall independently review each invoice submitted by the CONSULTANT to determine if said invoice is in compliance with all provisions of this AGREEMENT, including the budget and scope of services for each of the TASK ORDERS. All billings for services and for costs and expenses that are submitted by CONSULTANT under this AGREEMENT and any subcontractor costs and expenses billed under this AGREEMENT, if any, must be in accord with the Contract Cost Principles and Procedures of the Federal Acquisition Regulations 48 CFR Part 31 et seq. (the "FAR"), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18, the travel and subsistence rates authorized under the U.S. General Services Administration, and the Los Angeles County Metropolitan Transportation Authority's (Metro) funding guidelines. Any payments made to CONSULTANT and/or CONSULTANT's subcontractors that are determined by subsequent audit to be inconsistent with the budget for one or more TASK ORDERS and/or otherwise unallowable are subject to repayment by CONSULTANT and/or CONSULTANT's subcontractors to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The eligibility requirements for billings for services, costs and expenses, as described in this SECTION, must be contained in all CONSULTANT subcontracts and all CONSULTANT subcontracts must also include a provision mandating reimbursement of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for any costs for which payment has been made that are determined to be inconsistent with any budget and/or determined by audit to be unallowable.
- F. In the event SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS disputes any item in any invoice, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall notify CONSULTANT within thirty (30) days of receipt by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS of said invoice. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall process and endeavor to pay the undisputed portion of said invoice within thirty (30) days of receipt. CONSULTANT shall correct and resubmit any properly disputed portions of said invoice. Should SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS require additional documentation to process any invoice, CONSULTANT shall provide such documentation within five (5) working days.
- G. Payment to CONSULTANT for services performed pursuant to this AGREEMENT shall not be deemed to waive any deficiencies in services performed by CONSULTANT.

This AGREEMENT is subject to the requirements of the Caltrans Local Assistance Procedures Manual related to audits, including pre-award, interim and post audits of the AGREEMENT and any amendments thereto, all of which shall be conducted consistent with the generally accepted government auditing standards prepared by the United States General Accounting Office and all of which shall utilize, among other guidelines, the cost principles and procedures outlined in the Federal Acquisition Regulation (48 CFR Part 31 et seq.). The CONSULTANT and Subconsultants also agree to comply with all applicable federal requirements including 49 CFR

Part 18, Uniform Administrative Requirements and Cooperative Agreements to State and Local Governments. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 et seq. or any other audit procedures or regulations are subject to repayment by CONSULTANT to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Pre-award audit recommendations will be included in the AGREEMENT or in the amendments prior to their execution. In the event the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or its funding agencies, conduct a post-award audit of the AGREEMENT or any amendments, in lieu of a pre-award audit, the following shall apply:

CONSULTANT's COST PROPOSAL, , is subject to a pre or post award audit, which shall be conducted consistent with the generally accepted government auditing standards prepared by the United States General Accounting Office and which shall utilize, among other guidelines, the cost principles and procedures outlined in the Federal Acquisition Regulation (48 CFR Part 31 et seq.). Subsequent to any pre or post award audit, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in the reasonable exercise of its discretion, may require that the COST PROPOSAL be amended by the CONSULTANT to conform to any audit recommendations with any such amendments being subject to the approval of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT further agrees that individual items of cost identified or confirmed during the aforementioned audit shall be incorporated into the AGREEMENT at the request of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in its reasonable discretion. Refusal by the CONSULTANT to incorporate audit recommendations or individual items of cost into the COST PROPOSAL subject to the above would be a failure to perform a material obligation of this AGREEMENT that could cause the CONSULTANT to be in default of the AGREEMENT as described in SECTION 25.

CONSULTANT and Subconsultants' cost proposals and indirect cost rates (ICR) are subject to audits or reviews such as, but not limited to, an Incurred Cost Audit, and ICR Audit, or a Certified Public Accountant (CPA) ICR Audit Workpaper Review. CONSULTANT and Subconsultant are expected to fully cooperate and shall provide documents in a timely manner during the audit process.

- H. In lieu of said retention, CONSULTANT may establish, at CONSULTANT's own cost, an escrow account that will bear interest for the benefit of CONSULTANT to accept the deposit of those monies that otherwise would have been retained. Monies deposited to the escrow account less any disallowed amounts will be released to CONSULTANT after the issuance of the audit report of CONSULTANT and repayment by CONSULTANT of any disallowed amounts. CONSULTANT may alternatively deposit with the escrow agent securities equivalent in value to the monies that would have been retained. Said securities will be returned to CONSULTANT after the issuance of the audit report and after repayment by CONSULTANT of any disallowed amounts. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall approve the type of any securities to be provided by CONSULTANT, the escrow agent selected by CONSULTANT and the escrow agreement negotiated by CONSULTANT. None of the approvals by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall be unreasonably withheld
- I. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS requires that prompt progress payments be made to all lower tier subcontractors in accordance with the requirements of Section 7108.5 of the California Business and Professions Code. CONSULTANT agrees to make a progress payment to each of its subcontractors for the respective amount allowed the

CONSULTANT on account of the work performed by the subcontractors work no later than seven (7) calendar days after CONSULTANT receives any progress payment from SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the work of CONSULTANT's subcontractors.

- J. CONSULTANT agrees to make payment of subcontractor retained funds to subcontractors no later than seven (7) calendar days after SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS pays any retained funds to CONSULTANT for work of CONSULTANT's subcontractors. CONSULTANT further agrees to pay each of its subcontractors all remaining retained funds within thirty (30) calendar days after each subcontractor's work is satisfactorily completed and a final invoice is submitted to CONSULTANT; provided, however, that CONSULTANT may withhold any retainage payments associated with invoice items that are in dispute. The prompt payment provisions of this paragraph shall be included in all of CONSULTANT's subcontract agreements.
- K. Interest payments made by CONSULTANT to subcontractors of CONSULTANT because of late payments by CONSULTANT are an unallowable cost under this AGREEMENT and will not be reimbursed by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Repeated and persistent failures by CONSULTANT to comply with the prompt payment policy of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will be considered a material failure to comply with the terms of this AGREEMENT and may result in the CONSULTANT being in default under SECTION 25.

SECTION 8. DEFICIENT SERVICES, ADDITIONAL COSTS AND REDESIGN. [NOT USED]

SECTION 9. EQUIPMENT PURCHASES. [NOT USED]

SECTION 10. OWNERSHIP OF DOCUMENTS.

All materials, information and data prepared, developed, or assembled by CONSULTANT or furnished to CONSULTANT by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in connection with this AGREEMENT, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. If requested, Data shall be given to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to CONSULTANT. Copies of Data may be retained by CONSULTANT but CONSULTANT warrants that Data shall not be made available to any person or entity for use without the prior written approval of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. This warranty shall survive termination of this AGREEMENT for five (5) years.

SECTION 11. CONSULTANT'S BOOKS AND RECORDS.

- A. CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, timesheets or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this

AGREEMENT. Any and all such documents or records shall be maintained for not less than four (4) years from the date of final payment made to CONSULTANT by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in accordance with this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

- B. Any and all records or documents required to be maintained pursuant to this SECTION 11 shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or its designated representatives or representatives of any governmental entities providing funding for the project, if a portion of such funding is used to compensate CONSULTANT hereunder. Copies of such documents or records shall be provided directly to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.
- C. Where SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has reason to believe that any of the documents or records required to be maintained pursuant to this SECTION 11 may be lost or discarded due to dissolution or termination of CONSULTANT's business, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may, in writing, require that custody of such documents or records be given to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and that such documents and records thereafter be maintained by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 12. STATUS OF CONSULTANT.

- A. CONSULTANT is and shall at all times remain a wholly independent CONSULTANT and not an officer, employee or agent of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT shall have no authority to bind SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.
- B. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, nor any elected or appointed boards, committees, officers, officials, employees or agents of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.
- C. Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.
- D. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relationship between the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and any

subcontractors of CONSULTANT, and no subcontract shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. CONSULTANT's obligation to pay its subcontractors is an independent obligation from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's obligation to make payments to the CONSULTANT.

SECTION 13. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, nor any elected or appointed boards, committees, officers, officials, employees or agents of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this SECTION 13.

SECTION 14. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION.

CONSULTANT should ensure that small business enterprises have been afforded every opportunity to participate in the work associated with this project and should take all necessary and reasonable steps for this assurance.

SECTION 15. FAIR EMPLOYMENT PRACTICES.

- A. During the performance of this AGREEMENT, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, sex, religious creed, national origin, age (over 40), ancestry, pregnancy, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition (e.g., cancer) or marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 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. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts under the AGREEMENT.

- B. CONSULTANT will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, actual or perceived sexual orientation, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. CONSULTANT shall post in conspicuous places, available to employees, notices provided by state and federal agencies regarding fair employment practices.

- C. CONSULTANT will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by representatives of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' funding agencies to investigate or ascertain compliance with this SECTION 15 of this AGREEMENT.
- D. Remedies for willful violation:
 - i. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may determine a willful violation of the fair employment provision of this AGREEMENT to have occurred upon receipt of a final judgment to that effect from a court in an action to which CONSULTANT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that CONSULTANT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - ii. For willful violation of the fair employment provision of this AGREEMENT, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right to terminate this AGREEMENT, either in whole or in part, and any loss or damage sustained by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in securing the goods or services described herein shall be borne by and paid for by CONSULTANT and SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may deduct from any moneys due or that thereafter may become due to CONSULTANT, the difference between the price named in the AGREEMENT and the actual cost thereof to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to cure CONSULTANT's breach of this AGREEMENT.

SECTION 16. NONDISCRIMINATION ASSURANCES.

- A. CONSULTANT hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d - 42 U.S.C. 2000d-4 (the "ACT"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 26.13, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (the "REGULATIONS"), the Federal-Aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the basis of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of CONSULTANT under this AGREEMENT. CONSULTANT hereby gives assurance that CONSULTANT and subcontractors will promptly take any measures necessary to effectuate this SECTION 16. Failure by the CONSULTANT to carry out these requirements would be a material breach of the AGREEMENT and may result in termination of the AGREEMENT in accordance with SECTION 25 or other actions by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in accordance with SECTION 25.
- B. CONSULTANT, without limiting the above general assurance, hereby gives the following specific assurances:

- i. CONSULTANT agrees that each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or will be operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
- ii. CONSULTANT shall insert the following notification in all solicitations for bids for work or material made in connection with this AGREEMENT and, in adapted form, in all proposals for negotiated agreements:

“CONSULTANT hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, age, religion, or disability in consideration for an award”.
- iii. CONSULTANT shall insert the clauses of EXHIBIT “C” “NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS” into every subcontract under this AGREEMENT.
- iv. CONSULTANT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this AGREEMENT.
- v. CONSULTANT shall provide for such methods of administering its obligations under the AGREEMENT as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that CONSULTANT and its agents, subcontractors, and successors in interest will comply with all requirements imposed by, or pursuant to the ACT, the REGULATIONS, and this AGREEMENT.

SECTION 17. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in connection therewith.

SECTION 18. CONFLICTS OF INTEREST.

- A. The CONSULTANT shall disclose any financial, business, or other relationship with the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS that may have an impact upon the outcome of this AGREEMENT. The CONSULTANT shall also disclose current clients who may have a financial interest in the outcome of this AGREEMENT.
- B. The CONSULTANT 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. Any subcontract in excess of twenty-five thousand dollars (\$25,000) entered into as a result of this AGREEMENT shall contain all of the provisions of this SECTION 18.

SECTION 19. RESTRICTIONS ON LOBBYING.

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. By signing this AGREEMENT, CONSULTANT certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or an employee of the Congress, or an employee of a Member of Congress in connection with this 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 an employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this AGREEMENT, CONSULTANT shall complete and submit all required lobbying disclosure forms and reports.
- C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT was executed. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. The language of this SECTION 19 shall be included in all subcontracts that exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) in value and that all such subcontractors shall certify and disclose accordingly.

SECTION 20. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- A. All information gained or work products produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work products to persons or entities other than SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS without prior written authorization from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, except as may be required by law.
- B. CONSULTANT, its officers, employees, agents or subcontractors shall not, without prior written authorization from the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS or unless requested by legal counsel to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, voluntarily provide declarations, letters of support, and testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS notice of such court order or subpoena.
- C. The CONSULTANT shall not issue any news release or public relations item of any nature regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and receipt of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' written permission.
- D. If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right to reimbursement and indemnity

from CONSULTANT for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of CONSULTANT's conduct.

- E. CONSULTANT shall promptly notify SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS and to provide SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean that SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has an obligation to control, direct, or rewrite said response.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity other than SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 21. INDEMNIFICATION.

- A. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS along with its individual members, the City of Pasadena, the Los Angeles County and their respective elected and appointed boards, committees, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all losses, liabilities, claims, actions, demands, detriments, penalties, charges, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s) (including, but not limited to, employees, subcontractors, agents, and invitees of CONSULTANT, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS along with its individual members, the City of Pasadena, the Los Angeles County or any other person to whom a duty of care is owed), damage to or destruction of property, loss of use of property, economic loss of third parties or otherwise relating to, occurring as a result of, or allegedly caused during the term of this AGREEMENT by the negligence, or reckless acts or omissions or willful misconduct of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.
- B. If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, shall defend INDEMNITEES at its expense by counsel acceptable to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 22 shall ensure CONSULTANT's obligations under this SECTION 21, but the limits of such insurance shall not limit the liability of CONSULTANT

hereunder. The provisions of this SECTION 21 shall survive the expiration or earlier termination of this AGREEMENT.

- C. The provisions of this SECTION 21 do not apply to CLAIMS occurring as a result of the sole negligence or willful misconduct of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 22. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "D" INSURANCE and made part of this AGREEMENT and, unless waived by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS in its sole discretion, to require that all its subcontractors also obtain and maintain the insurance policies set forth in EXHIBIT "D". CONSULTANT insurance shall provide coverage for all activities under this AGREEMENT, whether performed by CONSULTANT or any subcontractors. The insurance policies shall name the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS along with its individual members, and their respective elected and appointed boards, committees, officials, officers, agents, employees and volunteers as "additional insureds" with respect to all liabilities arising out of CONSULTANT'S or subcontractor's obligations under the AGREEMENT. All insurance policies shall be subject to approval by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS as to form and content. The insurance policy requirements as set forth in EXHIBIT "F" are subject to amendment or waiver if so approved in writing by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Upon request by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, CONSULTANT agrees to provide certificates evidencing that CONSULTANT and its subcontractors have obtained the required policies.

SECTION 23. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS to any and all remedies at law or in equity, including summary termination of this AGREEMENT.

Notwithstanding any other provisions in this SECTION 23, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may assign this AGREEMENT, in whole or in part, including performance of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS's duties and responsibilities, to a successor organization that will undertake the project(s) named herein and this AGREEMENT shall inure to the benefit of and shall be binding upon any such successor organization and CONSULTANT.

SECTION 24. TERMINATION OF AGREEMENT.

- A. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

- B. Upon termination of this AGREEMENT, all property belonging to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, which is in CONSULTANT's possession, shall be returned to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. CONSULTANT shall furnish to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 7 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 7 of this AGREEMENT.

SECTION 25. DEFAULT.

If either CONSULTANT or SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS fails to perform any material obligation under this AGREEMENT, the non-breaching party shall notify the breaching party in writing. Within thirty (30) days of receipt of such written notice, the breaching party shall commence curing such breach and shall diligently pursue such cure to completion. If the breaching party fails to diligently pursue such cure to completion, the breaching party shall be in default under the terms of this AGREEMENT. In the event that CONSULTANT is in default, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall not have any obligation or duty to continue compensating CONSULTANT for any services performed after the date of default, and SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, without limiting any other legal or equitable remedies available to it, shall be entitled to withhold from CONSULTANT amounts unpaid hereunder and to offset such amounts against damages or losses incurred by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, including increased costs of services.

SECTION 26. CONSULTANT'S ENDORSEMENT.

CONSULTANT shall place its endorsement on all developed plans, estimates, specifications or any other engineering provided to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

SECTION 27. CONTINUITY OF PERSONNEL.

CONSULTANT may not replace key staff, set forth in CONSULTANT's Proposal, and included as EXHIBIT "E" "LIST OF KEY PERSONNEL" attached hereto, unless their employment is terminated or their replacement is agreed upon by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS must approve replacement staff before the replacement staff are assigned to perform services under this AGREEMENT. SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS reserves the right to request that CONSULTANT replace a staff person assigned to perform services under this AGREEMENT in the event the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in its sole discretion, determines such a replacement is necessary. Replacement of key staff, in every case, are subject to SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS written approval prior to assignment to perform services under this AGREEMENT.

SECTION 28. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this AGREEMENT.

SECTION 29. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, and acts of federal, state or local

governments, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 30. PATENT RIGHTS.

Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the AGREEMENT, as appropriate.

SECTION 31. COPYRIGHTS.

The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS may permit copyrighting reports or other agreement products. If copyrights are permitted, the funding agencies shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

SECTION 32. LABOR COMPLIANCE REQUIREMENTS.

This AGREEMENT is subject to State prevailing wage requirements of the California Labor Code including Sections 1770 and 1773. All covered work classifications required in performance of this AGREEMENT will be subject to prevailing wage provisions. If there is a difference between the Federal and State wage rates, the CONSULTANT and its subcontractors shall pay not less than the higher wage rate. CONSULTANT shall further adhere to the requirements contained in Exhibit "F" - Labor Compliance Provisions.

In order to demonstrate compliance, if CONSULTANT provides employer sponsored fringe benefit packages to its employees, CONSULTANT must be able to show that the CONSULTANT's payments on behalf of its employees to the benefit packages are equal to the aggregate fringe benefit credit amount specified in the applicable prevailing wage determination. In the event that the CONSULTANT pays for a total fringe benefit package in an amount less than the aggregate credit allowed in the prevailing wage determination, the CONSULTANT must pay the difference directly to the employee. However, in no event will employer payments in excess of the amount specified as the total for fringe benefits be used to reduce the basic wage rate paid to the employee. Additionally, payments in excess of the basic hourly prevailing wage rate may be credited towards the fringe benefit payment requirement.

SECTION 33. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any default of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent default or violation of any provision of this AGREEMENT. Acceptance by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 34. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by facsimile, or electronic mail, or overnight delivery service or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS:

Mark Christoffels
Chief Engineer
San Gabriel Valley Council of Governments
4900 Rivergrade Road, Suite A120
Irwindale, CA 91706
Telephone: (626) 962-9292

With a copy to:

Gregory M. Murphy
General Counsel
San Gabriel Valley Council of Governments
c/o Burke, Williams & Sorensen, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
Telephone: (213) 236-2835

To CONSULTANT:

Paul Buckley, P.E.
11095 Knott Avenue, Suite L
Cypress, CA 90630
Telephone: (714) 209-7671

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or electronic mail, if mailed three (3) days after deposit of the same in the custody of the United States Postal Service or if via overnight delivery, on the date one (1) day after deposit of same to overnight delivery service.

SECTION 35. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 36. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 37. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

SECTION 38. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 39. SEVERABILITY.

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provisions.

SECTION 40. COVENANT AGAINST CONTINGENT FEES.

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this AGREEMENT and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this AGREEMENT. For breach or violation of this warranty, the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in its sole discretion, shall have the right to terminate this AGREEMENT without liability, or at its discretion to pay only for the work performed or to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 41. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS employee. For breach or violation of this warranty, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS shall have the right, in its sole discretion, to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

SECTION 42. CONSULTANT DESIGN STANDARDS. [NOT USED]

SECTION 43. DISPUTES.

- A. Any dispute, other than audit, concerning a fact arising with the work that is not disposed of by AGREEMENT shall be referred for a determination by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS Project Manager or his designee, who may consider written or verbal information submitted by the CONSULTANT.
- B. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by Executive Director or designee of unresolved disputes, other than audit. The request for review may be submitted verbally or in writing.

- C. Neither the pendency of a dispute, nor its consideration by the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS will excuse the CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

SECTION 44. USE OF PUBLIC FUNDS

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS is committed using public funds (federal, state and local) appropriately and efficiently. Any indication of improper practices, unsafe conditions or illegal activities should be reported to the Metro Office of Inspector General's hotline number (800) 221-1142. The service is available Monday through Friday, during business hours and is confidential and anonymous.

SECTION 45. SAFETY

CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment procedures. CONSULTANT shall comply with safety instructions issued by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.

Pursuant to the authority contained in Section 591 of the Vehicle Code, SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS has determined that such areas within the limits of the project and are open to public traffic. CONSULTANT shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. 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.

SECTION 46. NATIONAL LABOR RELATIONS BOARD CERIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

SECTION 47. EVALUATION OF CONSULTANT [NOT USED]

SECTION 48. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has/have the authority to execute this AGREEMENT on behalf of his/her/their organization and warrants and represents that he/she/they has/have the authority to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 49. ENTIRE AGREEMENT.

This AGREEMENT, including the attached EXHIBITS "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which is not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 50. SIGNATURES.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By_____

Title_____President_____

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By_____

Title_____Chief Engineer_____

ATTEST:

Secretary

APPROVED AS TO FORM:

Counsel to SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “A”

Scope of Services

1. Performs professional project management duties by coordinating the Fullerton Grade Separation Project (Project) components and the various consultants; ensures maintenance of schedule and budget and the delivery of the Project and objectives.
2. Manages the construction of the Project through the construction management firm; reviews a variety of highly technical Project documentation including change orders and design changes; coordinates the resolution of issues with SGVCOG staff and professional construction management, engineering and design consultants or service providers.
3. Assumes responsibility for all aspects of project management including oversight of design revisions, construction management, right of way out grants, utility relocation, and railroad coordination of the Project.
4. Reviews recommended changes, or alterations to the approved plans, including any agreed to betterments, and submits to the SGVCOG Chief Engineer for approval.
5. Reviews all Project related invoices and recommends payment to the SGVCOG Chief Engineer.
6. Coordinates Project with local jurisdictions, Union Pacific Railroad representatives and other key participants and stakeholders, , and submits recommendations disputed items to the SGVCOG Chief Engineer for final decision.
7. Establishes and maintains Project schedules and budgets; prepares status reports, updates and presentations.
8. Ensures that Project construction meets established objectives and agreed upon requirements of the local jurisdictions and the UPRR.
9. Serves as safety liaison for emergency responses.
10. Interfaces with residents and commercial property owners to minimize impact to the business or resident during construction.
11. Participates in required SGVCOG staff meetings, attends SGVCOG Capital Projects and Construction Committee meetings as needed, meets with the SGVCOG Chief Engineer, and performs other project management duties as required.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “B”

Compensation

Compensation

The following compensation will be paid to Consultant:

Paul Buckley - \$215 per hour

Reimbursable expenses will be charged at cost and include, but are not limited to, the following:

- Reproduction
- Travel

(Expenses other than reproduction will be reimbursed if prior approval is obtained from Agency's Chief Engineer.)

Total compensation shall not exceed \$536,640 during the initial term of this contract without the prior approval of the Agency's Chief Engineer.

Method of Payment

Agency will compensate Consultant based on the preceding hourly rate on a time and materials basis based on monthly invoices detailing the services provided and the hours supplied for each service that are processed and approved by Agency's Chief Engineer.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “C”

Nondiscrimination Assurances in Subcontracts

EXHIBIT “C”

NONDISCRIMINATION ASSURANCES IN SUBCONTRACTS

****DELETE IF NO SUBCONTRACTS ANTICIPATED****

During the performance of this AGREEMENT, SUBCONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

(1) Compliance with Regulations: SUBCONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time *hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: SUBCONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurement of materials and leases of equipment.

SUBCONTRACTOR further certifies and agrees that all persons employed by the SUBCONTRACTOR, its affiliates, subsidiaries, or holding companies are and will be treated equally by the SUBCONTRACTOR without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with state and federal anti-discrimination laws. SUBCONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices.

(3) Solicitations for sub-agreements, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by SUBCONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by SUBCONTRACTOR of the SUBCONTRACTOR’s obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, and national origin.

(4) Information and Reports:

SUBCONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to SUBCONTRACTOR’s books, records, accounts, other sources of information, and its facilities as may be determined by State of California or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of SUBCONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, SUBCONTRACTOR shall so certify to the State of California or FHWA, as appropriate, and shall set forth what efforts SUBCONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of SUBCONTRACTOR’s noncompliance with the nondiscrimination provisions of this AGREEMENT, State of California shall impose such sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to SUBCONTRACTOR under the AGREEMENT until SUBCONTRACTOR complies; and/or
- (b) Cancellation, termination or suspension of the AGREEMENT in whole or part.

(6) Incorporation by Reference: SUBCONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment. SUBCONTRACTOR shall take such action with respect to any sub-agreement or procurement as State of California or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event SUBCONTRACTOR becomes involved in or is threatened with litigation with a sub-applicant or supplier as a result of such direction, SUBCONTRACTOR may request State of California or FHWA enter into such litigation to protect the interests of State of California, and, in addition, SUBCONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “D”

Insurance

EXHIBIT “D”

INSURANCE

- A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, and subcontractors, along with CONSULTANT’S (and all its subcontractor’s) agents officers and employees. CONSULTANT shall have the sole responsibility of monitoring subcontractor compliance with such requirements. Insurance is to be placed with insurers with a current A.M. Best’s rating of A++, A+, or A and a capacity rating of VII or higher.

1. Minimum Scope of Insurance.

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this AGREEMENT, underground hazards, products-completed operations, a separate “per project” general aggregate limit (ISO Form CG 25 03 or equivalent), broad form property damage, and name the San Gabriel Valley Council of Governments along with its individual members, the City of Pasadena, the Los Angeles County and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers as “additional insureds” with respect to all liabilities arising out of CONSULTANT’S obligations under the AGREEMENT. This insurance shall not exclude liability coverage for work or activities performed on railroad tracks, railroad property, and all such surrounding areas that are accessed by CONSULTANT under this AGREEMENT. The CONSULTANT’S insurance policy shall include or be endorsed to include a “severability of interests” provision (ISO Form CG0001 or equivalent) ensuring that each “additional insured” is treated as if it is the only insured.
- b. “Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0025, or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the CONSULTANT and name the San Gabriel Valley Council of Governments along with its individual members, the City of Pasadena, the Los Angeles County and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers as “additional insureds” with respect to all liabilities arising out of CONSULTANT’S obligations under the AGREEMENT. The CONSULTANT’S insurance policy shall include or be

endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured.

- c. Workers’ Compensation Insurance as required by the Labor Code of the State of California and Employer’s Liability Insurance covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.
- d. Professional Liability Insurance providing protection against injuries or damages caused by the errors or omissions of the CONSULTANT. The coverage may be written either on an “occurrence form” or “claims made form.” If written on a claims made form, the coverage shall provide for at least a three-year extended reporting/discovery period, which shall be invoked should the Professional Liability Insurance covering the period of this AGREEMENT be cancelled.

2. Minimum Limits of Insurance. CONSULTANT shall maintain the following limits of insurance:

- a. General Liability: a per occurrence limit of \$2,000,000; a “per project” general aggregate limit of at least \$4,000,000; and a products-completed operations aggregate limit of at least \$4,000,000.
- b. Automobile Liability: a per occurrence limit of \$2,000,000 per occurrence.
- c. Workers’ Compensation and Employer’s Liability: Workers’ Compensation with limits to California Statutory Limits, as required by the Labor Code of the State of California, and Employer’s Liability limits of \$1,000,000 per accident, or disease, and per employee.
- d. Professional Liability Insurance: a per occurrence limit of \$ 2,000,000 and in the aggregate.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

- 1. No insurance policy required by this EXHIBIT “H” shall be suspended, voided, or cancelled by the insurer nor by the CONSULTANT, or reduced in coverage or in limits except after 30 days prior written notice by Certified Mail, return receipt requested, has been given to and with the written consent of SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.
- 2. CONSULTANT’S insurance shall be primary insurance. Any other insurance shall be “excess only and non-contributing” with respect to any insurance carried by the San Gabriel Valley Council of Governments or any of its individual members, the City of Pasadena, the Los Angeles County and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.

3. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, subject only to the limits of the insurer's liability.
4. Any failure to comply with the reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the San Gabriel Valley Council of Governments along with its individual members, the City of Pasadena, the Los Angeles County and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
5. CONSULTANT'S insurers shall agree to waive all rights of subrogation against the San Gabriel Valley Council of Governments along with its individual members, the City of Pasadena, the Los Angeles County and their respective, elected and appointed boards, officials, officers, agents, employees and volunteers.
6. CONSULTANT'S insurance shall provide coverage for all activities under this contract, whether performed by consultant or any subconsultant under their control.
7. Any deductibles or self-insured retentions must be declared and approved by SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS.
8. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.
9. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “E”

List of Key Personnel

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “E”

List of Key Personnel

NAME	FIRM	POSITION
Paul Buckley	Simplus Management	P.E.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Exhibit “F”

Labor Compliance Provisions

LABOR COMPLIANCE PROGRAM PROVISIONS

SUMMARY

The San Gabriel Valley Council of Governments (SGVCOG) in institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of Local, State and Federally funded public works contracts. This program is applicable to all public works projects, which are designated as requiring prevailing wages.

In compliance with Senate Bill 854, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Consultants, including all subconsultants (regardless of tier) must be registered with the Department of Industrial Relations in accordance with the Public Works Contractor Registration Law [SB 854], if applicable.

Effective August 1, 2016, General Contractors, including all subcontractors must furnish electronic certified payroll records to the Labor Commissioner in DIR's eCPR data system.

California Labor Code Section 1770, *et seq.* requires that contractors on public works projects pay their workers based on prevailing wage rates established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code 1771.5 requires an awarding body to identify prevailing wage requirements in bid invitations, contract language and at pre-construction conferences, to review payroll records to verify compliance with the Labor Code, and to withhold contract payments when payroll records are delinquent or inadequate or when underpayments have occurred.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This Labor Compliance Program ("LCP") contains labor compliance standards required by State and Federal laws, regulations, and directives, as well as policies and contract provisions, which include, but are not limited to, the following:

- Contractors' payment of applicable general prevailing wage rates.
- Contractors' employment of properly registered apprentices.
- Contractors' provision of certified payroll records upon request, but not less than weekly.
- Program's monitoring of SGVCOG construction sites for verification of proper payments of prevailing wage rates and work classification.
- Program's presentation at pre-construction conferences with contractors/subcontractors.
- Program's withholding of contract payments and reporting of willful violations to the Labor Commissioner.
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The Labor Compliance Program will be provided to the selected Consultant(s).

The SGVCOG institutes this general Labor Compliance Program ("LCP") for the purpose of implementing its policy relative to labor compliance provisions of Local, State and Federally-funded public works contracts and additionally to comply with the provisions of Labor Code section 1771.3 pertaining to the use of funds derived from state-issued public works bonds. The SGVCOG will continue to update its program as the laws and regulations relating to Labor Compliance Programs are changed and updated.

In establishing this LCP, the SGVCOG adheres to statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, on applicable projects, the SGVCOG intends to actively enforce this LCP by monitoring SGVCOG construction sites for payment of prevailing wage rates and to require contractors and subcontractors with workers on applicable SGVCOG projects to submit copies of certified payroll records demonstrating their compliance with payment of prevailing wage rates.

The LCP covers the following standards required by State and Federal laws, regulations and directives, as well as policies and contract provisions, which include, but are not limited to the following:

- I. Public Works Subject to Prevailing Wage Laws
- II. Components of a Labor Compliance Program
- III. Responsibility of the SGVCOG
- IV. Responsibility of the Contractor and Subcontractor
- V. Review of Certified Payroll Records
- VI. Reporting of Willful Violations to the Labor Commissioner

PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

State prevailing wage rates apply to public works contracts as set forth in Labor Code Sections 1720 *et seq.*, and include, but are not limited to, such types of work as construction, alteration, demolition, repair or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines appropriate prevailing wage rates for particular construction trades and crafts by county.

For federally-funded or assisted projects, the application of State prevailing wage rates when higher is required whenever federally-funded or assisted projects are controlled or carried out by the SGVCOG.

For field surveying projects, field survey work traditionally covered by collective bargaining agreements is subject to prevailing wage rates when it is integral to the specific public works project in the design, preconstruction, or construction phase.

For maintenance projects, public works contracts for maintenance are subject to prevailing wage rate payments as set forth in Section 1771 of the Labor Code.

COMPONENTS OF A LABOR COMPLIANCE PROGRAM

Pre-Construction Conference/Administrative Meeting

After the SGVCOG awards a public works contract and prior to commencement of the work, a mandatory Pre-Construction Conference/Administrative Meeting shall be conducted by the SGVCOG with the contractor and those subcontractors listed.

At that meeting, SGVCOG staff will discuss Federal and State labor law requirements applicable to the contract, including prevailing wage requirements, respective record-keeping responsibilities, the requirement for submittal of certified payroll records to the SGVCOG and the prohibition against discrimination in employment.

SGVCG staff will provide the contractor and each subcontractor with a Checklist of Labor Law Requirements and will discuss in detail the following checklist items:

1. Contractor's duty to pay prevailing wages [Labor Code Section 1770 *et seq.*].
2. Contractor's duty to employ registered apprentices on public works projects [Labor Code Section 1777.5].
3. Penalties for failure to pay prevailing wages and to employ apprentices, including forfeitures and debarment [Labor Code Sections 1775, 1777.7, and 1813].
4. Requirement to maintain and submit copies of certified payroll records to the SGVCOG, on a weekly basis, as required [Labor Code Section 1776] and penalties

for failure to do so [Labor Code Section 1776(g)]. The requirement includes and applies to all subcontractors performing work on this project even if their portion of the work is less than one half of one-percent (0.5%) of the total amount of the contract.

5. Prohibition against employment discrimination [Labor Code Sections 1735 and 1777.6; the Government Code and Title VII of the Civil Rights Act of 1964, as amended].
6. Prohibition against taking or receiving a portion of an employee's wages [Labor Code Section 1778] (kickback). Code
7. Prohibition against accepting fees for registering any person for public works [Labor Code Section 1779] or for filing work orders on public works [Labor Code Section 1780].
8. Requirement to list all subcontractors that are performing one-half of one percent (0.5%) of the total amount of the contract [Public Contract Code Section 4100 *et seq.*].
9. Requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed [Labor Code Section 1021] and under California Contractors License Law. Also, see Business and Professions Code Section 7000, *et seq.*
10. Prohibition against unfair competition [Business and Professions Code Sections 17200-17208].
11. Requirement that contractor and subcontractor be properly insured for Workers' Compensation [Labor Code Section 1861].
12. Requirement that the contractor abide by Occupational Safety and Health laws and regulations that apply to this particular public works project.
13. Prohibition against hiring undocumented workers and requirement to secure proof of eligibility/citizenship from all workers.
14. Requirement to provide itemized wage statements to employees under Labor Code Section 226.

Contractors and subcontractors present at the Pre-Construction Conference/Administrative Meeting will be given the opportunity to ask questions relative to items contained in the Checklist of Labor Law Requirements. The checklist will then be signed by the contractor's representative and a representative of each subcontractor and the SGVCOG.

At the Pre-Construction Conference/Administrative Meeting, the SGVCOG will provide the contractor with a copy of the SGVCOG's LCP packet which includes:, the Checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll record forms, fringe benefit statements, State apprenticeship requirements, and a copy of the

Labor Code relating to Public Works and Public Agencies [Part 7, Chapter 1, Sections 1720-1861].

It will be the contractor's responsibility to provide copies of the LCP package to all listed subcontractors and to any substituted subcontractors.

Requirement for Certified Payroll Records

A requirement that certified payroll records be kept by the contractor in accordance with Labor Code Section 1776 and furnished to the SGVCOG at times will be designated in the contract, which shall be at least monthly, or within 10 days of any request by the SGVCOG. Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out accurately and completely. These suggested forms are available from the Department of Industrial Relations.

Orderly Review

The SGVCOG will implement a program for orderly review of payroll records and, if necessary, for audits to verify compliance with the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

Prescribed Routine

The SGVCOG will implement a prescribed routine for withholding penalties, forfeitures, and underpayment of wages for violations of the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code.

No Payment when payroll records are delinquent or inadequate

All contracts to which prevailing wage requirements apply shall include a provision that contract payments shall not be made when payroll records are delinquent or inadequate.

Responsibility to enforce prevailing wage requirements

It is the responsibility of the SGVCOG to enforce prevailing wage requirements, consistent with the policy of the state as expressed in Labor Code Section 90.5(a). The SGVCOG shall take reasonable, vigorous, and prompt action to (1) determine whether violations exist, and (2) enforce compliance, including through imposition of appropriate penalties and formal enforcement action, when violations are found. The SGVCOG shall neither avoid use of its enforcement authority based on cost considerations nor shall it use that authority in an unreasonable manner to gain leverage over a contractor or subcontractor. Unreasonable use of enforcement authority includes, but is not limited to, prolonged or excessive withholdings of contract payments without making a determination that a violation has occurred.

Failure of an Awarding Body or Labor Compliance Program

The failure of the SGVCOG to comply with any requirement imposed by this subchapter shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code.

RESPONSIBILITY OF THE SGVCOG

In accordance with Title 8 of the California Code of Regulations Section 16100, the SGVCOG shall:

1. Obtain the prevailing wage rate from the Director in accordance with Labor Code Sections 1771 and 1773.
2. Specify the appropriate prevailing wage rates, in accordance with Labor Code Sections 1773.2 and 1777.5.
 - a. The posting requirement is applicable for each job site.
 - i. **EXCEPTION:** If more than one worksite exists on any project, then the applicable rates may be posted at a single location which is readily available to all workers.
 - b. If a wage rate for a craft, classification or type of worker is not published in the Director's general prevailing wage determinations, a request for a special determination should be made by the awarding body to Chief, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142, at least 45 days prior to the project bid advertisement date.
3. Notify DAS. See Labor Code Section 1773.3.
4. Inform prime contractors, to the extent feasible, of relevant public work requirements:
 - a. The appropriate number of apprentices are on the job site, as set forth in Labor Code Section 1777.5.
 - b. Worker's compensation coverage, as set forth in Labor Code Sections 1860 and 1861.
 - c. Keep accurate records of the work performed on the public works project, as set forth in Labor Code Section 1812.
 - d. Inspection of payroll records pursuant to Labor Code Section 1776, and as set forth in Section 16400 (e) of these regulations.
 - e. Other requirements imposed by law.
5. Withhold monies. See Labor Code Section 1727.
6. Ensure that public works projects are not split or separated into smaller work orders or projects for the purpose of evading the applicable provisions of Labor Code Section 1771.

7. Deny the right to bid on public work contracts to contractors or subcontractors who have violated public work laws, as set forth in Labor Code Section 1777.7.
8. Not permit workers on public works to work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815.
 - a. EXCEPTION: If the prevailing wage determination requires a higher rate of pay for overtime work than is required under Labor Code Section 1815, then that higher overtime rate must be paid, as specified in subsection 16200(a)(3)(F) of these regulations.
9. Not take or receive any portion of the workers' wages or accept a fee in connection with a public works project, as set forth in Labor Code Sections 1778 and 1779.
10. Comply with those requirements as specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860.

RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTOR

In accordance with Title 8 of the California Code of Regulations Section 16100, the Contractor and Subcontractor of every tier shall:

1. Pay not less than the prevailing wage to all workers, as defined in Section 16000 of these regulations, and as set forth in Labor Code Sections 1771 and 1774.
2. Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works jobsites.
3. Provide workers' compensation coverage as set forth in Labor Code Section 1861.
4. Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance of a fee.
5. Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776.
6. Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the Director as set forth in Section 16200 (a) (3) of these regulation.
7. Comply with Section 16101 of these regulations regarding discrimination.
8. Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5.
9. Comply with those requirements as specified in Labor Code Sections 1810 and 1813.

10. Comply with other requirements imposed by law.
11. Comply with SB854 requirement to furnish electronic certified payroll records to labor commissioner in its eCPR database system.

REVIEW OF CERTIFIED PAYROLL RECORDS

A. Certified Payroll Records Required

In accordance with Labor Code Section 1776, the contractor and each subcontractor shall maintain certified payrolls and basic records (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs, etc.) during the course of the work and shall preserve them for a period of three (3) years thereafter and furnish them the Labor Compliance Program at times designated in the contract, which shall be at least monthly, or within ten (10) days following receipt of request. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, rate of pay (including rates of contributions for or costs assumed to provide fringe benefits), daily and weekly number of hours worked, actual wages paid and the payroll check numbers.

1. Submittal of Certified Payroll Records

The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to the SGVCOG as required. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance signed by the contractor or each subcontractor indicating payroll records are correct and complete, wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations and classifications set forth for each employee conform with work performed.

Time cards, front and back copies of canceled checks, daily logs, employee sign-in sheets and/or any other record maintained for the purposes of reporting payroll may be requested by the SGVCOG at any time and shall be provided at least monthly, or within ten (10) days following receipt of request.

Use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and Statement of Employer Payments (PW26) or reports containing all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131) and Statement of Employer Payments (PW26), constitutes presumptive compliance with the requirement for certified payroll records kept in accordance with Labor Code Section 1776, provided the forms are filled out

accurately and completely. These suggested forms are available from the Department of Industrial Relations.

Reports submitted to this Labor Compliance Program must be either (1) in the form of non-modifiable image or record that bears an electronic signature or includes a copy of an original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature.

The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies.

2. Use of Electronic Reporting Forms

Pursuant to Title 8 of the CCR Section 16404, certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

1. The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);
2. The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;
3. Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either: (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature;
4. The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and
5. No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

3. Full Accountability

Each individual, laborer or craftsperson working on this public works contract must appear on the payroll. The employer who pays the trades worker must report that

individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on this contract must also submit a certified payroll record listing days and hours worked and the trade classification descriptive of work actually done.

The contractor shall provide records required under this section to the SGVCOG and shall make these records available for inspection by the Department of Industrial Relations, and shall permit representatives of each to interview trade workers during working hours on the project site.

4. Responsibility for Subcontractors

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors. Moreover, the prime contractor is responsible for Labor Code violations of its subcontractors in accordance with Labor Code Section 1775.

5. Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts due and payable for the period covered by the particular payday. Thus, an employer must establish a fixed workweek (Sunday through Saturday, for example) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, whereas, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor as a trades worker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

The worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of eight (8) hours in a day and forty (40) hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage Determination.

B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program.

Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. Pre-apprentice trainees, trainees in non-apprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information to the apprenticeship committee for each apprenticeable craft or trade in the area of the project;
2. Request dispatch of apprentices from the applicable apprenticeship program(s) and employ apprentices on public works projects in a ratio to journeypersons which in no case shall be less than one (1) hour of apprentice work to each five (5) hours of journeyperson work; and
3. Contribute to the applicable apprenticeship program(s) or the California Apprenticeship Council in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. If payments are not made to an apprenticeship program, they shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.

If the contractor is registered to train apprentices, the contractor shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid there under for the area of construction, prior to using any apprentices in the contract work. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

C. Audits/Investigations of Certified Payroll Records

Audits shall be conducted by the SGVCOG and shall also be conducted at the request of the Labor Commissioner to determine whether all trade workers on project sites have been paid according to the prevailing wage rates. Audit forms will be utilized.

Audits/investigations may be conducted by the SGVCOG when determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages, or at the request of the Labor Commissioner. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for

each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under Title 8 of the CCR Section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures.

REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER

If an investigation reveals that a willful violation of the Labor Code has occurred, the SGVCOG will make a written report to the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked, and (2) the classification of workers employed on the public works contract. Six (6) types of willful violations are reported:

1. Failure to Comply with Prevailing Wage Rate Requirements

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and SGVCOG contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trade workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated.

2. Falsification of Payroll Records, Misclassification of Work and/or Failure to Accurately Report Hours of Work

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.

3. Failure to Submit Certified Payroll Records

The contractors and subcontractors shall have ten (10) days upon notification by the Program Manager in which to comply with the requirement of submittal of weekly records and/or to correct inaccuracies or omissions that have been detected.

4. Failure to Pay Fringe Benefits

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate.

Failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, upon completion of an investigation and audit.

5. Failure to Pay Correct Apprentice Rates and/or Misclassification of Workers as Apprentices

Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation upon completion of an investigation and audit.

6. Taking of Kickbacks

Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.



Memo to: Capital Projects and Construction Committee Members & Alternates

From: Mark Christoffels
Chief Engineer

Date: December 17, 2018

SUBJECT: Adoption of 2019 Capital Projects Federal and State Legislative Program

RECOMMENDATION: Staff recommends adoption of the 2019 Capital Projects Federal and State Legislative Program to provide direction to governmental relations work on legislation, funding opportunities and policies of interest that may develop over the coming year in Sacramento and Washington, D.C.

BACKGROUND: At the state level over the past calendar year, staff initiated the development of a Southern California Rail Project application in collaboration with the Ports of Los Angeles and Long Beach and LA Metro. Submitted in January, the application sought \$184.6 million in discretionary grant funds from the new SB 1 Trade Corridor Enhancement Program (TCEP) which is supplemented by California's share of federal freight formula funds. The application was awarded a total of \$114.6 million in May. On- and near-dock rail improvements and an LA Metro grade separation are programmed to receive \$36.6 million and two ACE projects are to receive the amount requested of \$78 million. The Montebello Boulevard project will receive \$49 million and the Turnbull Canyon Road project will receive \$29 million when both project progress to the construction phase in 2020.

We also successfully secured state funds for the Durfee Avenue project with the California Transportation Commission voting in June to approve the allocation of \$5.3 million in Prop 1B program funds for construction of the project. In addition, our government relations efforts included joining with other regional transportation agencies early this year in supporting the nomination and reappointment to the Commission of the current Chair, Ms. Fran Inman, a strong freight project advocate. We also organized a successful SB 1 media briefing in October.

At the federal level, staff prepared and submitted applications seeking discretionary grants from two programs, the Infrastructure for Rebuilding America (INFRA) program for highway and multimodal freight projects of national and regional significance and the Transportation Investment Generating Economic Recovery (TIGER) program for surface transportation projects with a significant local or regional impact. Regrettably and despite our best efforts to prepare compelling applications with strong legislative support, neither application was selected for grant award.

The FY 2017-2018 INFRA application requested \$117 million to deliver \$720 million in freight rail infrastructure projects, including on- and near-dock rail improvements at the San Pedro Bay ports and the Durfee Avenue and Montebello Boulevard grade separations. This application was not awarded when announcements were released by DOT in June. ACE also submitted a standalone application for the Durfee Avenue project seeking \$15 million from the ninth round of the TIGER program, which would have leveraged more than \$73 million in other federal, state and local funds committed to the project. This application also was not awarded when announcements were made in March.

The next round of the INFRA program will make approximately \$800 million available with the application period anticipated to open this month. Staff has reached out to the Ports of Los Angeles and Long Beach to assess interest in submitting a similar joint application seeking FY 2019 INFRA funds, preferably with Los Angeles Metro again serving as co-applicant with Caltrans. Staff has also arranged debriefing meetings with the TIGER and INFRA program managers and economists to seek guidance in preparing competitive applications for future discretionary grant rounds.

In addition to managing and advocating for these grant applications, staff has continued to work closely with legislative and executive branch staff, as well as the Coalition for America's Gateways and Trade Corridors in Washington, DC and the San Gabriel Valley Legislative Caucus in Sacramento, to develop policies and legislation at the state and federal levels that would lead to enhanced funding opportunities and improved project delivery processes for capital projects. In addition, we will coordinate committee member advocacy trips and meetings next year to educate policymakers, and particularly those newly elected this year, on the funding and policy goals of the capital improvement projects assigned to your committee.

At the regional level, staff will continue to explore avenues to advance the \$33 million in Measure M funds programmed for goods movement projects in the San Gabriel Valley but not intended to be available until 2048. Staff raised this fund advancement issue with LA Metro staff and has reached out to the California Infrastructure and Economic Development Bank (IBank) to explore whether the bank could offer assistance in advancing a loan secured by future Measure M revenues.

Staff recommends adoption of the following goals for calendar year 2019:

FEDERAL GOALS:

- 1) Propose, advocate and support the development of policies and strategies to ensure potential capital projects applications for funding from relevant federal programs, such as the INFRA and BUILD programs, remain competitive and ultimately are awarded.

- 2) Propose, advocate and support the development of policies and programs beneficial to capital projects, including possible infrastructure funding programs proposed by the Administration or Congress, either as standalone legislation or in the context of the reauthorization of the FAST Act multi-year surface transportation program legislation.
- 3) Support legislative or administrative efforts to expedite project planning, development and delivery.
- 4) Work closely with the Coalition for America's Gateways and Trade Corridors and other stakeholders in support of all of the above recommendations and other matters that benefit the capital projects program.

STATE & REGIONAL GOALS:

- 1) Continue progress in ensuring capital projects are timely allocated TCEP funds and undertake efforts to facilitate the recycling of ACE project savings from the Prop 1B Trade Corridor Improvement Fund (TCIF) program into underfunded projects.
- 2) Monitor and advocate for legislation or initiatives that would provide additional funding or would continue or advance existing funding to priority freight infrastructure projects.
- 3) Monitor for possible support any budget proposals and funding that may be available through the Cap and Trade or other relevant programs for TCEP eligible projects.
- 4) Continue to build upon SGVCOG regional collaboration on funding applications for rail and goods movement projects and other matters that benefit the capital projects program, and work closely with the San Gabriel Valley Legislative Caucus, the Mobility 21 coalition and other stakeholders on these goals.
- 5) Support legislative or administrative efforts to expedite project planning, development and delivery.

MEMO TO: Capital Projects & Construction Committee Members and Alternates

FROM: Mark Christoffels
Chief Engineer

DATE: December 17, 2018

SUBJECT: Approval of 2019 Committee Meeting Schedule

The Capital Projects and Construction Committee as meet on the fourth Monday of each month with exceptions for holidays or member schedule conflicts. Meetings are held at 12:00PM at the West Covina Community Center.

Therefore staff is recommending the following meeting schedule for calendar year 2019:

January 28

February 25

March 25

April 22

May 20*

June 24

July 22

August 26

September 23

October 28

November 18*

December 16*

*Changed due to holiday or schedule conflicts