



JPB Technology, Operations, Planning, and Safety Committee  
Meeting of November 29, 2023

Supplemental Reading File

<u>#</u>	<u>Subject</u>
1	Capital Projects Quarterly Status Report – 1 <sup>st</sup> Quarter Fiscal Year 2024
2	Contract No: 23-J-P-072 Final Design Services for Rengstorff Avenue Grade Separation Project
3	Final Design Services for Rengstorff Avenue Grade Separation Project - Cost Proposal - Final
4	DRAFT Agreement - 24-J-C-017 SM Replacement Parking

**Peninsula Corridor Joint Powers Board  
Staff Report**

To: JPB Technology, Operations, Planning, and Safety Committee  
Through: Michelle Bouchard, Executive Director  
From: Robert Barnard, Deputy Chief, Rail Design and Construction  
Subject: **Capital Projects Quarterly Status Report – 1<sup>st</sup> Quarter Fiscal Year 2024**

Finance Committee  
Recommendation

Technology, Operations,  
Planning, and Safety  
Committee Recommendation

Advocacy and Major  
Projects Committee  
Recommendation

**Purpose and Recommended Action**

Staff Coordinating Council recommends the Board receives the Capital Projects Quarterly Status Report. The full report and a summarized version are in the following link:

<https://www.caltrain.com/about-caltrain/statistics-reports/quarterly-capital-program-status-report>.

**Discussion** The Capital Projects Quarterly Status Report is submitted to keep the Board advised as to the scope, budget, and progress of current ongoing capital projects.

**Background**

Staff prepares the Capital Projects Quarterly Status Report for the Board on a quarterly basis. The report is a summary of the scope, budget, and progress of capital projects. It is being presented to the Board for informational purposes and is intended to better inform the Board of the capital project status.

**Budget Impact**

There is no impact on the budget.

Prepared By: Robert Cheung      Deputy Director, Project Controls      (650) 730-0296



**CONTRACT NO: 23-J-P-072**

**FINAL DESIGN SERVICES FOR RENGSTORFF  
AVENUE GRADE SEPARATION PROJECT**

**BETWEEN**

**PENINSULA CORRIDOR JOINT POWERS BOARD**

**AND**

**AECOM TECHNICAL SERVICES, INC.**

**CONFORMED AGREEMENT**

**JANUARY 2, 2024**



## TABLE OF CONTENTS

<b>THE AGREEMENT .....</b>	<b>7</b>
AGREEMENT SUMMARY* .....	7
1. SCOPE OF SERVICES	8
2. AGREEMENT DOCUMENTS	8
3. TERM OF AGREEMENT	8
4. CONSULTANT'S REPRESENTATIVE	8
5. COMPENSATION	9
5.1. GENERAL .....	9
5.2. COST OF WORK.....	11
5.3. DIRECT LABOR .....	11
5.4. CONSULTANT AND SUBCONSULTANTS MULTIPLIERS .....	12
5.5. Maximum Fixed Fees (Profit).....	13
5.6. OTHER DIRECT COSTS (ODCs) .....	13
5.7. Maximum Compensation Amount.....	15
5.8. Flow Down.....	15
6. MANNER OF PAYMENT	15
7. NOTICES	16
8. OWNERSHIP OF WORK	17
9. CONFIDENTIALITY	17
10. USE OF SUBCONSULTANTS	17
11. CHANGES	18
12. RESPONSIBILITY: INDEMNIFICATION	18
13. INSURANCE	19
14. CONSULTANT'S STATUS	19
15. ASSIGNMENT	19
16. OTHER GOVERNMENTAL AGENCIES	19
17. AGENCY WARRANTIES	19
18. AGENCY REPRESENTATIVE	19
19. WARRANTY OF SERVICES	19

---

20.	CLAIMS OR DISPUTES	20
21.	REMEDIES	21
22.	TEMPORARY SUSPENSION OF WORK	21
23.	TERMINATION	21
24.	LIQUIDATED DAMAGES	22
25.	PREVAILING WAGE	22
26.	MAINTENANCE, AUDIT AND INSPECTION OF RECORDS	22
27.	NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT	23
28.	EQUAL EMPLOYMENT OPPORTUNITY (EEO)	23
29.	SBE POLICY	25
30.	CONFLICT OF INTEREST	25
31.	SUBSTANCE ABUSE PROGRAM	26
32.	CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)	26
33.	ATTORNEYS' FEES	27
34.	WAIVER	27
35.	SEVERABILITY	27
36.	NO THIRD PARTY BENEFICIARIES	27
37.	APPLICABLE LAW	28
38.	RIGHTS AND REMEDIES OF THE AGENCY	28
39.	BINDING ON SUCCESSORS	28
40.	ENTIRE AGREEMENT; MODIFICATION	28
41.	FORCE MAJEURE	28
42.	CONSEQUENTIAL DAMAGES WAIVER	28
	ATTACHMENT A: INSURANCE REQUIREMENTS	30
A.	MINIMUM TYPES AND SCOPE OF INSURANCE .....	30
B.	ENDORSEMENTS .....	33
C.	EVIDENCE OF INSURANCE .....	34
D.	GENERAL PROVISIONS .....	34
	ATTACHMENT B: SBE REQUIREMENTS	37
1.	SBE POINT PREFERENCE .....	37
2.	SBE EVALUATION .....	37

---

3.	ASSURANCE .....	37
4.	AVAILABLE SBE/DBE RESOURCES .....	38
5.	SBE ELIGIBILITY .....	38
6.	COUNTING SBE PARTICIPATION .....	39
7.	CONTRACT COMPLIANCE .....	41
8.	ADMINISTRATIVE REMEDIES .....	42
	ATTACHMENT C: LABOR CODE REQUIREMENTS .....	43
A.	Labor Non-Discrimination .....	43
B.	Coordination with Federal and California Prevailing Wage Laws.....	43
C.	California Prevailing Wage Rates .....	43
D.	Future Wage Increases.....	44
E.	Hours of Labor .....	44
F.	Certified Payroll Records (CPRs) .....	45
G.	Apprenticeship Requirements.....	46
H.	Wage Kickbacks and Worker Registration Fees Prohibited.....	47
I.	Agency Labor Compliance Program (LCP).....	48
J.	Contractor Registration for California Public Works.....	48
K.	Compliance Monitoring by the California DIR .....	49
L.	Compliance With Concrete Delivery Legislation .....	49
M.	Payment of Workers Compensation .....	49
N.	Safety and Health Standards .....	49
O.	Trench Safety .....	49
P.	Prohibition Against Contracting with Debarred Subcontractors .....	50
	EXHIBIT A: SCOPE OF SERVICES .....	51
1.0	BACKGROUND AND GENERAL SCOPE OF WORK.....	51
1.1	Project Delivery Method:.....	53
1.2	Project Elements to be Designed by the CONSULTANT:.....	53
1.3	Services to be Performed by the CONSULTANT: .....	55
1.4	Applicable Standards:.....	57
2.0	DETAILED SCOPE OF WORK.....	58
TASK 1.	PROJECT MANAGEMENT AND COORDINATION.....	58
TASK 2.	PS&E SUPPORT .....	72

---

---

TASK 3. 65% PS&E PHASE .....	87
TASK 4. 95% PS&E PHASE .....	101
TASK 5. 100% DRAFT PS&E PHASE .....	104
TASK 6. FINAL PS&E PHASE .....	106
TASK 7. RIGHT OF WAY SUPPORT.....	107
TASK 8. CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC CONTRACTOR TCP NEGOTIATIONS AND COORDINATION .....	110
TASK 9. DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES.....	111
TASK 10. DESIGN SUPPORT DURING CONSTRUCTION (DSDC) .....	112
TASK 11. PREPARE AS-BUILT PLANS.....	114
TASK 12. ALLOWANCE FOR VALUE ENGINEERING .....	114
LIST OF SUBMITTALS .....	115
<b>EXHIBIT C: CONSULTANT'S PROPOSAL, INCLUDING NEGOTIATED COST/LABOR RATES.....</b>	<b>121</b>



## THE AGREEMENT

### AGREEMENT BETWEEN

PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY) AND  
AECOM TECHNICAL SERVICES, INC. (CONSULTANT)

### AGREEMENT SUMMARY\*

**Board of Directors' Date of Award:** December 7, 2023

**Resolution Number:** xxxxxxxx.

**Effective Date of Agreement:** January 3, 2024

**Services to be Performed (Section 1):** Final Design Services for Rengstorff Avenue  
Grade Separation Project

**Term of Agreement (Section 3):** Two (2) Years

**CONSULTANT's Key Representative (Section 4):** Mark Aikawa, PE  
Vice President  
D +1-510-874-3034  
M +1-510-206-1310  
[mark.aikawa@aecom.com](mailto:mark.aikawa@aecom.com)

4 N. Second St., Suite 675,  
San Jose, CA 95113

**Compensation (Section 5):** Board approved aggregate amount: \$12,496,042.14.

\*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement that will control any conflict between this Summary and the terms of the Agreement

This AGREEMENT for Final Design Services for Rengstorff Avenue Grade Separation Project (Agreement) is entered into by and between the Peninsula Corridor Joint Powers Board (AGENCY) located at 1250 San Carlos Avenue, San Carlos, CA 94070 and [AECOM Technical Services, Inc.](#) (CONSULTANT), a [California](#) Corporation located at [4 N. Second St., Suite 675, San Jose, CA 95113](#) (“the Parties”).

## 1. SCOPE OF SERVICES

This is an Agreement to provide services Final Design Services for Rengstorff Avenue Grade Separation Project. The CONSULTANT agrees to provide these services to the AGENCY in accordance with the terms and conditions of this Agreement. In the performance of its work, the CONSULTANT represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing construction management and other support services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such licenses, certificates, and registrations in active status throughout the duration of this engagement.

The scope of the CONSULTANT’s services will consist of the services set forth in the Request for Proposals dated [June 15, 2023](#), the Scope of Services which is attached hereto and incorporated herein as Exhibit A, as supplemented by CONSULTANT’s written proposal dated, attached hereto and incorporated herein as Exhibit B.

## 2. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

- 1) This Agreement, including Attachment A, Insurance Requirements, Attachment B, SBE Requirements, Attachment C, Labor Code Requirements, and Attachment D, Federal Requirements
- 2) Exhibit A, Scope of Services;
- 3) Exhibit B, CONSULTANT’s Proposal, including negotiated cost/labor rates

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

## 3. TERM OF AGREEMENT

The term of this Agreement will be for a two (2) year term commencing upon [January 3, 2024](#) and ending on [January 2, 2026](#). The CONSULTANT will furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Solicitation Documents.

It is understood that the term of the Agreement is subject to the AGENCY’s right to terminate the Agreement in accordance with Section 23 of this Agreement.

## 4. CONSULTANT’S REPRESENTATIVE

At all times during the term of this Agreement Mark Aikawa will serve as the primary staff person of CONSULTANT to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the AGENCY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

## 5. COMPENSATION

The CONSULTANT agrees to perform all of the Required Services (Tasks 1 through 7) included in Section 1. Compensation for satisfactory performance of the Services included in Section 1 will be on a cost-plus-a-fixed fee with a ceiling basis. The AGENCY will reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, and other direct costs) incurred by the CONSULTANT in performance of the Services. The CONSULTANT will not be reimbursed for actual costs that exceed the labor rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in Exhibit B, unless additional reimbursement is provided for, by a fully executed amendment to this Agreement. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the AGENCY-approved overhead rate set forth in Exhibit B. In addition to the allowable incurred costs, the AGENCY will pay the CONSULTANT a fixed fee of **\$1,103,262.19 (One Million, One-Hundred and Three Thousand, Two Hundred and Sixty-Two Dollars, and 19/100 cent)** for the Required Services. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by a fully executed amendment to this Agreement. The AGENCY will pay the CONSULTANT in accordance with Section 6.

AGENCY, in its sole discretion, may elect to exercise option(s) for Tasks 8 through 12 on a cost-plus-a-fixed fee with a ceiling basis. The AGENCY will reimburse the CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONSULTANT in performance of the optional services. The CONSULTANT will not be reimbursed for actual costs that exceed the labor rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in Exhibit B, unless additional reimbursement is provided for, by a fully executed amendment to this Agreement. In no event, will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds the AGENCY-approved overhead rate set forth in Exhibit B. The fixed fees are nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Services and such adjustment is made by a fully executed amendment to this Agreement. The AGENCY will pay the CONSULTANT in accordance with Section 6.

### 5.1. GENERAL

Compensation performed under the Agreement will be **Cost-Plus-Fixed-Fee with a ceiling** (CPFF).

Project pricing will be allowable only to the extent that estimated costs and costs incurred are compliant with Federal cost principals contained in Title 48, Code of Federal Regulations, Part 31. Any costs for which payment has been made to CONSULTANT, which are determined by subsequent audit to be unallowable under these Federal cost principals, are subject to repayment by CONSULTANT to the AGENCY.

On an annual basis, no later than 60 days before the start of a succeeding Agreement year, CONSULTANT may make a written request to increase its labor rates for the following year of the Agreement. Increases, if timely requested, in future labor rates shall be limited to the lesser of either (a) the previous published twelve (12) months Consumer Price Index for All Urban (CPI-U) for the San Francisco/Oakland/Hayward, CA area, or (b) the actual increases in employees' labor rates. Such actual increases must be demonstrated to the Agency's satisfaction.

In extenuating circumstances, and with approval at the sole discretion of the Agency, CONSULTANT may submit a written request to deviate from the methodology set forth in the above paragraph. Such request must include: (1) a justifiable explanation for the deviation, (2) an independently conducted and CONSULTANT-funded market analysis with comparable data from other public agencies in the Bay Area, preferably from other transit agencies, with sufficient completeness to pass audit scrutiny from an independent third-party, and (3) an attestation regarding the accuracy of the information presented from the CONSULTANT's Owner, President, Vice President, Chair of the Board, or Chief Financial Officer.

The effective date of the labor rates increase, if any, will commence either (1) the first day of the second and/or subsequent year(s) of the Agreement, or (2) the date of the CONSULTANT's request, whichever event is later. Upon written approval by the AGENCY, the negotiated changes shall remain in effect for the following Agreement year. If the CONSULTANT does not submit a request at least 60 days before the start of the succeeding Agreement year, the CONSULTANT waives any labor rates increase for that following year.

CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the AGENCY's Project Manager before exceeding such estimate. Progress payments for each project will be made monthly in arrears based on services provided and actual costs incurred.

CONSULTANT shall not commence performance of work or services until this Agreement has been approved by AGENCY, and notification to proceed has been issued by AGENCY Procurement Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

Fixed Fees shall be negotiated prior to the signing of the Agreement and shall apply throughout the life of the Agreement.

## **5.2. COST OF WORK**

The cost of work shall be calculated as the sum of the direct labor times a multiplier for payroll burden, employee benefits, and overhead costs, plus other direct costs as set forth in this Section.

## **5.3. DIRECT LABOR**

### **5.3.1. GENERAL**

Direct Labor Rates shall be as set forth in Exhibit B to this Agreement and shall stay in effect for the first year of the Agreement. The hourly rates (direct labor costs) are subject to salary administration as set forth in Title 48 Code of Federal Regulations Part 31.

Charges by CONSULTANT, and subconsultants, for an employee's time shall in no instance exceed the actual amount paid to such employee for time directly spent on services performed under this Agreement by such employee.

For new personnel to be approved after Contract award, CONSULTANT, and subconsultants, shall submit a written request to the Procurement Administrator and provide the person's name, job title, current actual rates, and resume, for review and approval.

New personnel must be approved prior to their commencing work under a project. Work performed by personnel not previously approved in writing by the AGENCY shall be at CONSULTANT's own risk.

### **5.3.2. Straight Time**

Straight time payroll is to be the equivalent annual salary/wage divided by 2080 hours per annum for employees approved to perform services under this Agreement.

### **5.3.3. Overtime**

The AGENCY will reimburse CONSULTANT, and subconsultants, the straight time portion and premium time portion (if payable to the employee in accordance with the CONSULTANT'S employment policies) of its employee's actual overtime pay during performance of services under this Agreement, provided that the AGENCY has approved the overtime, in writing, prior to the incurring of said overtime. Overtime charges must reflect overhead rates reduced by non-applicable employee benefits.

## **5.4. CONSULTANT AND SUBCONSULTANTS MULTIPLIERS**

### **5.4.1. General**

CONSULTANT, and subconsultants, multipliers may be inclusive of the markups for payroll burden, employee benefits and office overhead for each office location as defined below. The multiplier is fixed for the first year of the Agreement.

The agreed-upon multipliers shall be used for CONSULTANT's, and subconsultants', home office and AGENCY-Furnished Field Office, as appropriate to the assigned location of individuals working on the project. The multipliers will be applied to direct labor costs only as defined above. Initial CONSULTANT multipliers are as set forth in Exhibit B.

### **5.4.2. Payroll Burden**

CONSULTANT and the AGENCY agree that the following will be considered as Payroll Burdens and as such will be paid to CONSULTANT, and subconsultants, as compensation for said costs, as set forth below. "Payroll Burden" is defined as:

The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges and c) contributions imposed by law, or labor Contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant's, cost of owner-required insurance.

### **5.4.3. Employee Benefits**

"Employee Benefits" for CONSULTANT's, and subconsultant's, employees are defined as: The cost of all Contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans.

### **5.4.4. Indirect Costs (Office Overhead)**

CONSULTANT, and subconsultants, shall be compensated through an agreed-upon multiplier for overhead, which includes those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the AGENCY.

These rates will remain fixed for the initial year of the Agreement. These rates will be reviewed annually on the anniversary of the effective date of the Agreement, for the CONSULTANT and its subconsultants and may be adjusted upon AGENCY approval.

#### **5.4.4.1. CONSULTANT and subconsultant's Home Office Overhead rate shall apply to personnel assigned in CONSULTANT's and subconsultant's Home Office in**



support of the performance of services under this Agreement. Home Office Indirect Cost Rates (overhead) included in the CONSULTANT's proposal, including those of their subconsultants, must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements. If audited reports are not available for subconsultants, the CONSULTANT will provide alternate information (i.e. other comparable public agency contract rates) to the AGENCY to review for acceptance. The AGENCY will have the final decision as to what is acceptable.

5.4.4.2. AGENCY-Furnished Field Office Overhead rate shall apply to CONSULTANT's, and subconsultant's, personnel assigned to an AGENCY- Furnished Field Office on a full-time basis, for a period of at least 120 calendar days. As these rates cannot be pre-determined by audit, the AGENCY reserves the right to negotiate this rate for each firm.

## 5.5. **Maximum Fixed Fees (Profit)**

### 5.5.1. **General**

Maximum Fixed Fee percentages shall apply throughout the life of the Agreement. The CONSULTANT's fixed fee amount for each project may be negotiated on an individual project basis. Said fixed fee amount shall not be altered unless there is a significant alteration in the scope, complexity or character of the work to be performed under the Project.

The maximum fees, as a percentage of fully burdened Direct Labor Cost, allowable by the AGENCY shall not exceed:

#### **General Engineering Consultant Services**

- **Twelve** Percent (12%) \* for CONSULTANT's home office (Home) and
- **Twelve** Percent (12%) for AGENCY's field office (Field).
- Subconsultants markup – Zero Percent (0%)

## 5.6. **OTHER DIRECT COSTS (ODCs)**

### 5.6.1. **General**

Other Direct Costs, including subconsultant's projects, shall be proposed at cost with a Zero Percent (0%) markup.

### 5.6.2. **Allowable ODCs**

Examples of allowable include, but are not limited to: mileage, parking, tolls, mail costs, film, photo developing, facsimiles, printing/copying, plan reproduction, blueprint services and subconsultants directly associated with the project. Expenditures for each allowable ODC more than \$500.00 per month, and not included above, shall require advance approval by the AGENCY. Supporting documentation is required for reimbursement of all ODCs.

### 5.6.3. **Subconsultants**

Regarding subconsultants, the AGENCY will pay the cost of work as defined in

Section 5.2 through Section 5.6.4 with Zero Percent (0%) markup. The CONSULTANT may be compensated for initial, or one- time, charges incurred in establishing a project or for pre-approved administration charges.

**5.6.4. Limitations on Direct Costs - The Following Are Limitations:**

- 1) Vehicles - If applicable and approved by the Agencies, rental vehicles and their support costs are limited to a total maximum of \$500 per month, per vehicle. The standard Internal Revenue Service mileage rates shall apply for use of a personal vehicle.
- 2) Travel Expenses - All travel and relocation related plans must be approved in writing by the AGENCY prior to the commencement of the travel. If written approval is received for relocations, travel, temporary accommodations and or assistance, FAR 31.205-46(a) Sections 1 and 2 and Federal Travel Regulation (41 CFR 301-304) for San Mateo County, California, will apply. Lodging and per diem rates shall not exceed the

U.S. General Services Administration (GSA) rate at the time of travel for the specific project site. Costs incurred for travel, subsistence, and relocation of personnel engaged in the performance of services under this Agreement, if approved in advance by AGENCY will include the following:

- Relocation expenses, travel, temporary accommodations, and/or subsistence related to mobilization travel to the CONSULTANT's dedicated project office or to AGENCY-Furnished Field Office for CONSULTANT and subconsultant personnel permanently assigned to the project. Such expenses shall be reduced by any amount received from others by CONSULTANT or subconsultant for demobilization from the prior project assignment.
- Travel, accommodations and subsistence (directly related to the Scope of Services) for business trips to the Project Site, to AGENCY's CONSULTANTS and suppliers, or to other locations approved by the AGENCY. Such travel may originate at CONSULTANT's or subconsultant's home office or branch office, or at the CONSULTANT's dedicated field office, or at AGENCY's central or field offices.

**5.6.5. Unallowable ODCs**

The following ODCs are not allowable unless they are authorized by prior written approval of the AGENCY's authorized representative:

- Costs associated with registration for training, seminars, and technical association meetings.
- Costs associated with employee incentive compensation including cash bonuses, suggestion awards, safety awards and other forms of incentive compensation.
- Costs associated with leasing, maintaining, insuring and operating dedicated project vehicles.



- Computer hardware and software support, software licenses, or cellular phone usage.
- Safety equipment such as steel-toed boots, safety vests, and hard hats.
- Insurance
- Cellular phones
- Cost of any normal equipment, tools, or vehicles (unless approved) hired, leased or purchased for the performance of services, provided that the depreciated value of such items purchased by CONSULTANT shall be credited to the AGENCY at the completion of the work performed under this Agreement.
- Shipping
- Surveying supplies

All other ODCs that are not identified in 5.6.2 are considered unallowable ODCs and must be authorized by prior written approval of the AGENCY's authorized representative.

#### **5.7. Maximum Compensation Amount**

A maximum compensation amount is set forth in the Agreement.

Further, it is expressly understood and agreed that in no event shall CONSULTANT be compensated in an amount greater than the amount specified in any individual project for the services performed under such project without issuance of a written Amendment to such project by the AGENCY's Procurement Administrator.

If at any time, CONSULTANT has reason to believe that the total compensation payable for the performance of services under this Agreement will exceed the maximum compensation amount as set for in the project, CONSULTANT shall notify the AGENCY immediately in writing to that effect, indicating the estimated additional amount necessary to complete the services in the project. Any cost incurred by CONSULTANT in excess of the compensation amount as set forth in the project shall be at CONSULTANT's own risk.

#### **5.8. Flow Down**

CONSULTANT shall include the requirements regarding audits, compensation and reimbursement for costs and fees in its subconsultant agreements, provided such subconsultants have been approved by the AGENCY.

### **6. MANNER OF PAYMENT**

The CONSULTANT must submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period, the Contract number 23-S-P-072, Purchase order # and the AGENCY Project Manager's name. The AGENCY will

endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The AGENCY reserves the right to withhold payment to the CONSULTANT if the AGENCY determines that the quantity or quality of the work performed is unacceptable. **Furthermore, the AGENCY reserves the right to withhold payment for any invoice that does not match the PO lines until CONSULTANT resubmits a corrected invoice.** The AGENCY will provide written notice to the CONSULTANT within 10 calendar days of the AGENCY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with the AGENCY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes the AGENCY's decision to the AGENCY within 30 calendar days of the AGENCY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge the AGENCY's decision.

Submit one copy of each invoice as a PDF via email to:

[AccountsPayable@samtrans.com](mailto:AccountsPayable@samtrans.com)

## 7. NOTICES

All communications relating to the day-to-day activities of the provided services will be exchanged between the AGENCY's Project Manager or designee, and the CONSULTANT's xxxxxxxxxxxxxxxx.

Notices informing CONSULTANT of the AGENCY's decision to exercise Agreement options (that were exercisable in the AGENCY's sole discretion) will be exchanged between the AGENCY's Project Manager or designee, and the CONSULTANT's xxxxxxxxxxxxxxxx via electronic mail to: xxxxxxxxxxxxxxxx.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party will be in writing and may be given by personal delivery to a representative of the Parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: Board Secretary  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement  
Peninsula Corridor Joint Powers Board  
1250 San Carlos Avenue  
San Carlos, CA 94070

If to the CONSULTANT: [AECOM Technical Services, Inc.](#)  
[4 N. Second St., Suite 675,](#)  
[San Jose, CA 95113](#)

Attn: [Mark Aikawa, PE](mailto:Mark.Aikawa@aecon.com)  
[Vice President](mailto:Mark.Aikawa@aecon.com)  
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[M +1-510-206-1310](tel:+15102061310)  
[mark.aikawa@aecon.com](mailto:mark.aikawa@aecon.com)

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

## **8. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONSULTANT will be and are the property of the AGENCY. The AGENCY will be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONSULTANT or in the hands of any subconsultant upon completion or termination of the work will be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONSULTANT will replace them at its own expense and the CONSULTANT assumes all risks of loss, damage, or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this Agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AGENCY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

## **9. CONFIDENTIALITY**

Any AGENCY materials that the CONSULTANT has access or materials prepared by the CONSULTANT during the course of this Agreement (“confidential information”) will be held in confidence by the CONSULTANT, which will exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONSULTANT as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

The CONSULTANT, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’s General Manager/CEO or designee.

## **10. USE OF SUBCONSULTANTS**

The CONSULTANT must not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing.

Any subconsultants must be engaged under written Contract with the CONSULTANT with provisions allowing the CONSULTANT to comply with all requirements of this Agreement, including without limitation the "Ownership of Work" provisions in Section 8. The CONSULTANT will be solely responsible for reimbursing any subconsultants and the AGENCY will have no obligation to them.

## **11. CHANGES**

The AGENCY may at any time, by written order, make changes within the Scope of Services and services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed- upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the Scope of Services or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that the CONSULTANT regards as a change to the Contract terms and conditions, CONSULTANT will so advise the AGENCY immediately upon notice of such condition or contingency. The written notice will explain the circumstances giving rise to the unforeseen condition or contingency and will set forth the proposed adjustment in compensation. This notice will be given to the AGENCY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. The pertinent changes will be expressed in a written supplement to this Agreement issued by the Contracts and Procurement Department prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY's sole discretion, result in nonpayment of the invoices reflecting such work.

## **12. RESPONSIBILITY: INDEMNIFICATION**

The CONSULTANT will indemnify, keep and save harmless the AGENCY, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by a negligent act or omission or willful misconduct of the CONSULTANT or its employees, subcontractors, subconsultants or agents; or

B. Any allegation that materials or services provided by the CONSULTANT under this

Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONSULTANT further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the AGENCY or any of the other individuals enumerated above in any such action, the CONSULTANT will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

### **13. INSURANCE**

Refer to Attachment A, Insurance Requirements appended hereto, for the Insurance Requirements.

### **14. CONSULTANT'S STATUS**

Neither the CONSULTANT nor any party contracting with the CONSULTANT will be deemed to be an agent or employee of the AGENCY. The CONSULTANT is and will be an independent CONSULTANT and the legal relationship of any person performing services for the CONSULTANT will be one solely between that person and the CONSULTANT.

### **15. ASSIGNMENT**

The CONSULTANT must not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

### **16. OTHER GOVERNMENTAL AGENCIES**

Not applicable.

### **17. AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

### **18. AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the General Manager/CEO, or such person or persons as they will designate in writing from time to time, will represent and act for the AGENCY.

### **19. WARRANTY OF SERVICES**

A. CONSULTANT represents that its services will be performed in accordance with the professional standards of practices of comparable construction management firms practicing at the same time the services are rendered under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.

- B. In the event that any services provided by the CONSULTANT hereunder are deficient because of CONSULTANT's or subconsultants failure to perform said services in accordance with the standards set forth above, the AGENCY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AGENCY thereafter will have:
- i The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
  - ii The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if within 30 days after written notice to the CONSULTANT requiring such re-performance, CONSULTANT fails to give satisfactory evidence to the AGENCY that it has undertaken said re-performance.
  - iii The right to terminate the Agreement for default.
- C. CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

## **20. CLAIMS OR DISPUTES**

The CONSULTANT will be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY's intent to investigate and attempt to resolve any CONSULTANT claims before the CONSULTANT has performed any disputed work. Therefore, CONSULTANT's failure to provide timely notice will constitute a waiver of CONSULTANT's claims for additional compensation and/or time.

The CONSULTANT will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of a potential claim. The potential claim will set forth the reasons for which the CONSULTANT believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the AGENCY, such notice will be given to the AGENCY prior to the time that the CONSULTANT has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice will be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONSULTANT will continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY, and will be governed by all applicable provisions of the Agreement. The CONSULTANT will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves the CONSULTANT claim, the Parties will execute an Agreement modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to the CONSULTANT claim, they may choose to pursue a dispute resolution process or termination of the Agreement.



## **21. REMEDIES**

In the event the CONSULTANT fails to comply with the requirements of this Agreement in any way, the AGENCY reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Contract retentions, and termination of the Agreement in whole or in part.

## **22. TEMPORARY SUSPENSION OF WORK**

The AGENCY, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as AGENCY may deem necessary. The suspension may be due to the failure on the part of the CONSULTANT to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the CONSULTANT. The CONSULTANT will comply immediately with the written order of AGENCY to suspend the work wholly or in part. The suspended work will be resumed when the CONSULTANT is provided with written direction from AGENCY to resume the work.

If the suspension is due to the CONSULTANT's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the CONSULTANT, all costs will be at CONSULTANT's expense and no schedule extensions will be provided by AGENCY.

In the event of a suspension of the work, the CONSULTANT will not be relieved of the CONSULTANT's responsibilities under this Agreement, except the obligations to perform the work that the AGENCY has specifically directed CONSULTANT to suspend under this section.

If the suspension is not the responsibility of the CONSULTANT, suspension of all or any portion of the work under this Section may entitle the CONSULTANT to compensation and/or schedule extensions subject to the Agreement requirements.

## **23. TERMINATION**

A. **Termination for Convenience.** The AGENCY may terminate this Agreement for convenience at any time by giving 60 days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the AGENCY terminates the Agreement for convenience, the AGENCY agrees to pay the CONSULTANT, in accordance with the provisions of Sections 5 and 6, all sums actually due and owing from the AGENCY upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AGENCY upon the effective date of the termination for convenience. CONSULTANT and its subconsultants must cooperate in good faith in any transition to other vendors or consultants as the AGENCY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination

for convenience to be treated as a termination for default.

- B. Termination for Default.** If the CONSULTANT fails to perform any of the provisions of this Agreement, the AGENCY may find the CONSULTANT to be in default. After delivery of a written notice of default AGENCY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AGENCY'S discretion, provide a plan to cure such breach which is acceptable to the AGENCY within 7 calendar days. If the CONSULTANT cures the default within the cure period, but subsequently defaults again, the AGENCY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT'S property, AGENCY may terminate this Agreement immediately without the 30 days cure period.

Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AGENCY agrees to remit final payment to the CONSULTANT in an amount to cover only those sums actually due and owing from the AGENCY for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The AGENCY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the CONSULTANT completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AGENCY upon the effective date of the termination for default.

- C.** The rights and remedies of the AGENCY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **24. LIQUIDATED DAMAGES**

Not Applicable.

#### **25. PREVAILING WAGE**

Please see Attachment C, Labor Code Requirements.

#### **26. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All CONSULTANT and subconsultant costs incurred in the performance of this Agreement will be subject to audit. The CONSULTANT and its subconsultants will permit the AGENCY, the State Comptroller, and their authorized representatives, FTA, the U.S. DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives to inspect, examine, take excerpts from, transcribe, and copy the CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT will also provide such



assistance as may be required in the course of such audit. The CONSULTANT will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by the AGENCY's auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AGENCY for those costs within sixty (60) days of written notification by the AGENCY.

## **27. NON-DISCRIMINATION ASSURANCE - TITLE VI OF THE CIVIL RIGHTS ACT**

The CONSULTANT will not discriminate on the basis of race, color, creed, national origin, sex, or age in the performance of this Agreement. The CONSULTANT will carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The CONSULTANT will obtain the same assurances from its joint venture partners, and subconsultants by including this assurance in all subcontracts entered into under this Agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AGENCY deems appropriate.

## **28. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The CONSULTANT will, in all solicitations or advancements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

The CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the AGENCY's Contract Officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the AGENCY and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CONSULTANT will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultants or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant

or vendor as a result of such direction, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

## **29. SBE POLICY**

See Attachment B, SBE Requirements.

## **30. CONFLICT OF INTEREST**

### **A. General.**

Depending on the nature of the work performed, a CONSULTANT of the AGENCY may be subject to the same conflict of interest prohibitions established by the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) (for Federally-funded Agreements) and] California law that govern AGENCY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

The CONSULTANT warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or

§87100 et seq. during the performance of services under this Agreement. The CONSULTANT further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONSULTANT may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONSULTANT agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor may any such person act as an agent or attorney for, or otherwise represent the CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of one (1) year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or Contract.

### **B. Organizational Conflicts of Interest.**

CONSULTANT will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or Contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the

AGENCY; a firm or person's objectivity in performing the Contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a Contract as a result of information gained in performance of this or some other Agreement.

CONSULTANT will not engage the services of any Subconsultant or independent consultant on any work related to this Agreement if the Subconsultant or independent consultant, or any employee of the Subconsultant or independent consultant, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed hereunder, CONSULTANT immediately will provide the AGENCY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the term of this Agreement, AGENCY becomes aware of an organizational conflict of interest in connection with CONSULTANT's performance of the work hereunder, AGENCY will similarly notify CONSULTANT.

In the event a conflict is presented, whether disclosed by CONSULTANT or discovered by AGENCY, the AGENCY will consider the conflict presented and any alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AGENCY's determination as to the manner in which to address the conflict will be final.

During the term of this Agreement, CONSULTANT must maintain lists of its employees, and the Subconsultants and independent consultants used and their employees. CONSULTANT must provide this information to the AGENCY upon request. However, submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist. CONSULTANT will retain this record for five (5) years after the AGENCY makes final payment under this Agreement. Such lists may be published as part of future AGENCY solicitations.

CONSULTANT will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. CONSULTANT will monitor and enforce these policies and will require any subconsultants and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject the CONSULTANT to damages incurred by the AGENCY in addressing organizational conflicts that arise out of work performed by CONSULTANT, or to termination of this Agreement for breach.

### **31. SUBSTANCE ABUSE PROGRAM**

Not Applicable.

### **32. CALIFORNIA PUBLIC RECORD ACT REQUESTS (CPRA)**

CONSULTANT consents to the release of this Agreement, the redacted version of its proposal, and the release of any portion of its proposal not included in its confidentiality index, and waives all claims against the AGENCY, its directors, officers, employees and agents, for the disclosure of such information. If the CONSULTANT did not include a confidentiality index in its proposal, the AGENCY will have no obligation to withhold any information from disclosure and may release the information sought without liability to the AGENCY.

Upon receipt of a request pursuant to the CPRA seeking this Agreement, proposal material relating to this RFP, the AGENCY may provide the Agreement, redacted version of the proposal, or may withhold material designated in the confidentiality index that is exempt from disclosure. If the AGENCY determines that information in the confidentiality index is not exempt from disclosure, the AGENCY will give reasonable notice to the Proposer prior to releasing any material listed in the confidentiality index.

CONSULTANT agrees to indemnify, defend, and hold harmless the AGENCY, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the proposal or in this Agreement. If CONSULTANT fails to accept a tender of a defense, the AGENCY reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

### **33. ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Agreement or to determine the rights of the Parties under this Agreement, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

### **34. WAIVER**

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

### **35. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

### **36. NO THIRD PARTY BENEFICIARIES**

This Agreement is not for the benefit of any person or entity other than the Parties.



### **37. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California. The CONSULTANT must comply with all Federal, State, and Local Laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

### **38. RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

### **39. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

### **40. ENTIRE AGREEMENT; MODIFICATION**

This Agreement for Services, including any attachments, constitutes the complete Agreement between the Parties and supersedes any prior written or oral communications. This Agreement may be modified or amended only by written instrument signed by both the CONSULTANT and the AGENCY. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

### **41. FORCE MAJEURE**

Neither party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming party.

### **42. CONSEQUENTIAL DAMAGES WAIVER**

Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, in no event shall either party, its parents, affiliates and subsidiaries or their respective directors officers or employees be liable to the other for any indirect, incidental, special, or consequential damages whatsoever (including, without limitation, lost profits, loss of revenue, loss of use or interruption of business) arising out of or related to this agreement, even if advised of the possibility of such damages, and consultant hereby releases agency and agency hereby releases consultant from any such liability

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT POWERS BOARD:**

Signature: \_\_\_\_\_

Print: Michelle Bouchard

Title: Executive Director

Date: \_\_\_\_\_

**AECOM TECHNICAL SERVICES, INC.  
(See footnote below)\***

Signature: \_\_\_\_\_

Print: XXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXX

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: XXXXXXXXXXXXXXXXXXXX

Title: XXXXXXXXXXXXXXXXXXXX

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

AGENCY Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Attorney for the AGENCY

\* Note: If CONSULTANT is a Corporation, this Agreement must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:

- (1) the President, Vice President, or Chair of the Board; and
- (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).

If the CONSULTANT is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to the AGENCY indicating the individual’s authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written Contracts or a copy of the LLC operating agreement.

## **ATTACHMENT A: INSURANCE REQUIREMENTS**

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall assume any and all costs and expenses that may be incurred in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the JPB. Prior to beginning work under this Agreement, CONTRACTOR shall provide the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

### **A. MINIMUM TYPES AND SCOPE OF INSURANCE**

#### **1. Workers' Compensation and Employer's Liability Insurance.**

- a. Workers' Compensation with Statutory Limits and/or Federal Employer's Liability ("FELA") coverage (whichever is applicable) to its employees, as required by the Federal Employer's Liability Act of 1908, applying to Interstate railroad employees, or, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. If FELA applies, it shall be in accordance with federal statutes and have minimum limits of \$10,000,000 per occurrence.
- c. If the California Labor Code requiring Workers' Compensation applies, the CONTRACTOR shall also maintain Employer's Liability coverage with minimum limits of **\$10** million.
- d. Such insurance shall include the following endorsement as further detailed in



the Endorsements Section below:

- Waiver of Subrogation.

## **2. Commercial General Liability Insurance.**

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$10** million per occurrence or claim and a general aggregate limit of at least **\$10** million. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site. Such insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

a. This insurance shall include coverage for, but not be limited to:

- Premises and operations.
- Products and completed operations.
- Personal injury.
- Advertising injury.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

## **3. Business Automobile Liability Insurance.**

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$10** million per accident or loss.

a. This insurance shall include coverage for, but not be limited to:

- All owned vehicles.
  - Non-owned vehicles.
  - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
- Additional Insured.
  - Primary and Non-Contributory wording.
  - Waiver of Subrogation.

#### **4. Property Insurance.**

Property insurance with Special Form coverage including theft, but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
- CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
  - Materials or property to be purchased and/or installed on behalf of the JPB, if any.
  - Builders risk for property in the course of construction.
- b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
- Waiver of Subrogation.

#### **5. Professional Liability Insurance.**

A Professional Liability insurance policy covering errors and omissions and the resulting damages including, but not limited to, economic loss to the JPB and having minimum limits of liability of **\$10** million per claim or occurrence and **\$10** million annual aggregate. The policy shall include coverage for all services and work performed under this Agreement.

## **B. ENDORSEMENTS**

### **1. Additional Insured.**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

### **2. Waiver of Subrogation.**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

### **3. Primary Insurance.**

Except for Professional Liability, Workers' Compensation and Employer's Liability Insurance, the referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the JPB.

### **4. Separation of Insureds.**

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company as Additional Insureds shall not in any way affect the JPB's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the JPB in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its

policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

## C. EVIDENCE OF INSURANCE

### 1. All Coverages.

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide to Insurance Tracking Services, Inc. (ITS), the JPB's authorized insurance consultant, a Certificate of Insurance with respect to each required policy to be provided by the CONTRACTOR under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The JPB Contract number and Project name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:

Peninsula Corridor Joint Powers Board

C/O Insurance Tracking Services, Inc. (ITS)

P.O. Box 198

Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

In addition, the CONTRACTOR shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than three business days after the expiration date of any policy.

## D. GENERAL PROVISIONS

### 1. Notice of Cancellation.

Each insurance policy supplied by the CONTRACTOR shall provide at least 30 days' written notice to CONTRACTOR of cancellation or non-renewal. CONTRACTOR must then provide at least 30 days' prior written notice to the

JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), if any of the above policies are non-renewed or cancelled.

Submit written notice to:

Peninsula Corridor Joint Powers Board

C/O Insurance Tracking Services, Inc. (ITS)

P.O. Box 198

Long Beach, CA 90801

OR

Email Address: [smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

OR

Fax: (562) 435-2999

## **2. Acceptable Insurers.**

All policies will be issued by insurers acceptable to the JPB (generally with a Best's Rating of A- 10 or better).

## **3. Self-insurance.**

Upon evidence of financial capacity satisfactory to the JPB and CONTRACTOR's agreement to waive subrogation against the JPB respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

## **4. Failure to Maintain Insurance.**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the JPB property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

## **5. Claims Made Coverage.**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's

start of work (including subsequent policies purchased as renewals or replacements).

- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

#### **6. Deductibles and Retentions.**

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the JPB. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONTRACTOR or any subcontractor contains a deductible or self-insured retention, and in the event that the JPB seeks coverage under such policy as an additional insured, CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

### **END OF INSURANCE REQUIREMENTS**

## **ATTACHMENT B: SBE REQUIREMENTS**

It is the policy of the Agency to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which SBEs and DBEs can compete fairly for contracts and subcontracts relating to construction, procurement, and services activities. To this end, the Agency has developed procedures to remove barriers to participation in the bidding and award process and to assist small and disadvantaged businesses to develop and compete successfully outside of the DBE Program. In connection with the performance of this Agreement, the Proposer will cooperate with the Agency in meeting these SBE commitments and objectives.

The AGENCY implements its DBE program in accordance with DOT regulations, and no contract-specific DBE participation goal has been established for this Agreement. However, CONSULTANT must cooperate with the AGENCY in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of contracts and must use its best efforts to ensure that barriers to DBE's participation do not exist.

### **1. SBE POINT PREFERENCE**

The Agency has established a contract specific SBE point preference of five points. The point preference will be granted to Proposers that are either (1) an SBE self-performing at least 30% of the contract; and/or (2) committed to subcontracting with one or more certified SBEs. The actual preference is calculated with the Proposer that has the highest SBE utilization rate receiving the full five points and other Proposers receiving points relative to the highest proposed SBE utilization.

Points received through the SBE preference will be added to each Proposer's total evaluation score. Preference points will be aggregated with proposal evaluation scoring to determine the highest ranked Proposer. Each Proposer must provide the **Form 7 SBE Preference Form** with their proposal to receive a point preference. If a Proposal fails to submit this form, no SBE preference points will be added to the evaluation of the proposal.

### **2. SBE EVALUATION**

The Office of Civil Rights (OCR) shall review all the information submitted by Proposers in accordance with the solicitation documents to determine a recommendation regarding compliance with the SBE point preference requirements for award of a contract to the Proposer. The Proposers shall cooperate with OCR if a request for additional information is made during this evaluation process.

### **3. ASSURANCE**

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with the Agency, the Consultant hereby makes the following assurance and agrees to

include this assurance in any contracts it makes with Subconsultants in the performance of this Agreement:

“The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted Contracts. Failure by the Consultant or sub-consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Agency deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) intentionally deleted; and/or (4) disqualifying the Consultant from future bidding as non-responsible.”

By entering into the Agreement, the Consultant is deemed to have made the foregoing assurance and to be bound by its terms.

#### **4. AVAILABLE SBE/DBE RESOURCES**

The Agency recognizes SBE certifications performed by the following:

- A. DBE pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program. A statewide directory of DBEs is available at <https://caltrans.dbesystem.com>.
- B. SBA 8(a) by the Small Business Administration (SBA) provided that a firm's average annual gross receipts do not exceed the cap of \$30.4 million.
- C. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000).
- D. All Microbusiness (MB) certifications by the DGS for ALL industries.
- E. SBE certification by the Santa Clara Valley Transportation Authority.
- F. SBE certification by the Los Angeles County Metropolitan Transportation Authority.

#### **5. SBE ELIGIBILITY**

To participate as an eligible small business, a firm must meet both of the following requirements:

- A. A firm (including affiliates) must be an existing small business as defined by SBA regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- B. Even if your firm meets the above requirement, your firm's (including affiliates')



average annual gross receipts over the previous three years cannot exceed a maximum cap of \$30.4 million.

Note: SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$30.4 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$30.4 million, for example, is ineligible to participate as a small business on Agency' contracts. Please verify a firm's industry size standard by visiting SBA at: <http://www.sba.gov/content/determining-size-standards>.

## **6. COUNTING SBE PARTICIPATION**

SBE participation shall be counted and enforced in accordance with Title 49 CFR Part 26 and the Agency's DBE Program. SBE participation includes that portion of the Agreement actually performed by a certified SBE with its own forces. SBEs may participate as a consultant, subconsultant, joint venture partner, vendor or supplier of materials or services required by the Agreement. An SBE's participation can only be counted if it performs a commercially useful function on the Agreement. An SBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the SBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. An SBE trucking company performs a commercially useful function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

The Consultant shall determine the amount of SBE participation for each SBE performing work on the Agreement in terms of the percentage of the total Agreement amount. The Consultant shall also determine the total amount of SBE participation for the entire Agreement. The Consultant shall count SBE participation according to the following guidelines:

### **1. SBE Consultant**

Count the entire dollar amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as SBE participation by the SBE Consultant.

### **2. SBE Subconsultant**

Count the entire amount of the work performed or services provided by the SBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Consultant, and reasonable fees and commissions charged for the services.

Do not count any work subcontracted by an SBE to another firm as SBE participation by said SBE. If the work has been subcontracted to another SBE, it will be counted

as SBE participation for that other SBE.

3. SBE Joint Venture Partner

Count the portion of the work that is performed solely by the SBE's forces or, if the work is not clearly delineated between the SBE and the joint venture partner, count the portion of the work equal to the SBE's percentage of ownership interest in the joint venture.

4. SBE Manufacturer

Count 100% of the costs of materials and supplies obtained from an SBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the SBE is a Consultant or Subconsultant.

5. SBE Regular Dealer

Count 60% of the costs of materials and supplies obtained from an SBE regular dealer that owns, operates, or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement, and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether an SBE is a prime Consultant or Subconsultant.

6. Other SBEs

Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from an SBE that is not a manufacturer or regular dealer. Do not count the cost of the materials and supplies.

7. SBE Trucking Company

Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the Agreement. Count the entire amount of the transportation services provided by an SBE trucking company that performs the work using trucks it leases from another SBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures, and operates with its own employees on the Agreement.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-SBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the Agreement.

## **7. CONTRACT COMPLIANCE**

### **A. Substitution of Subconsultants**

The Consultant shall not terminate an SBE Subconsultant at any tier without prior written consent from the Agency. The Consultant shall notify OCR in writing of its intention to substitute an SBE Subconsultant before any substitution of an SBE Subconsultant takes place. The Consultant must provide appropriate documentation to substantiate the request for substitution as defined by applicable federal and/or state law.

The Consultant shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains prior written consent. Unless prior consent is given, the Consultant shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed SBE.

### **B. Change to a Firm's SBE Status**

If an SBE Subconsultant is either decertified as an SBE or a Subconsultant is certified as an SBE during the life of the Contract, such Subconsultant shall notify the Consultant in writing with the date of decertification or certification. The Consultant shall notify the Agency of such an event and shall furnish the written documentation to the Agency.

### **C. Prompt Payment to Subconsultants**

The Consultant shall pay any Subconsultants approved by the Agency for work that has been satisfactorily performed no later than seven calendar days from the date of Consultant's receipt of progress payments by the Agency.

The Agency shall withhold retainage from the Consultant, make prompt and regular incremental inspections and approvals of portions of the work and, promptly release retainage to the Consultant based on these inspections and approvals. The Agency's incremental approvals and release of a portion of the retainage under this section does not constitute Acceptance of the work.

Within seven calendar days after the Agency has made a retainage payment to the Consultant, the Consultant shall release to any Subconsultant, who has satisfactorily completed work covered by the Agency's inspection and approval, the retainage owed to the Subconsultant for such work. For purposes of this section, a Subconsultant's work is satisfactorily completed when the Consultant certifies to the Agency that all the tasks called for in the subcontract related to the work covered by the Agency's incremental inspection and approval have been satisfactorily completed.

Any delay or postponement of payment by the Consultant to a Subconsultant may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the Consultant to the penalties,

sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subconsultants in the event of a dispute involving late payment or nonpayment by the Consultant; deficient Subconsultant performance; and/or noncompliance by a Subconsultant. This clause applies to all Subconsultants. In the event Consultant does not make progress payments or release retentions to the Subconsultant in accordance with the time periods specified herein, the Consultant will be subject to a charge of 2% per month on the untimely or improperly withheld payment.

The Consultant shall cooperate with the Project Manager or the Resident Engineer and OCR to identify, report and effectuate the prompt and regular approvals of the work.

**D. Monthly Electronic Reporting Requirements**

The Consultant shall maintain records of all subcontractor participation in the performance of the contract. This includes subcontracts entered into with both certified SBEs and non-SBEs and all materials purchased from both certified SBEs and non-SBEs.

The Consultant is required to report payments to all subcontractors, subconsultants, suppliers, manufacturers, and truckers (Subconsultants) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record Agency payments made to the Consultant and prompt payments made by the Consultant to its Subconsultants. The Consultant and every Subconsultant will receive payment notifications via email. The Consultant must report a payment made to Subconsultant(s) within five calendar days of an email notification. The Subconsultant(s) must confirm receipt of payment from the Consultant within five calendar days of an email notification.

It is the Consultant's responsibility to ensure that Subconsultant(s) confirm payments in the System in accordance with the requirements set forth above.

- E. If the Consultant or subconsultant fails to comply with the monthly electronic reporting requirements required in this section and has not received written approval for an extension, the Agency may withhold subsequent progress payments due to the consultant or subconsultant until reporting is completed. The Agency will release held payments once reporting compliance is achieved..

**8. ADMINISTRATIVE REMEDIES**

In the event the Consultant fails to comply with the SBE requirements of this Agreement in any way, the Agency reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and Agreement retentions, and termination of the Agreement in whole or in part.

**END OF SBE REQUIREMENTS**

## **ATTACHMENT C: LABOR CODE REQUIREMENTS**

This Agreement includes public works as defined by Labor Code Section 1720. Accordingly, the Contractor and Subcontractor(s) are subject to California prevailing wage laws when work under the Agreement includes the construction, alteration, demolition, repair, installation, maintenance, inspection, or land surveying of a plant, building, structure, ground facility, utility system or any real property including machinery and other equipment permanently attached to a building or realty as fixtures (hereinafter referred to as "Prevailing Wage Covered Work"). California prevailing wage laws include all applicable Sections of the Labor Code (Chapter 1, commencing with Section 1720, of Part 7 of Division 2). At its own cost, Contractor shall comply with all laws, rules and regulations that pertain to Contractor's work force.

### **A. Labor Non-Discrimination**

Section 1735 of the Labor Code states that the Contractor shall not discriminate against any employee who is employed upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, except as provided in Section 12940 of the Government Code.

### **B. Coordination with Federal and California Prevailing Wage Laws**

Federal prevailing wage rates are not applicable.

### **C. California Prevailing Wage Rates**

The California Department of Industrial Relations (DIR) General Prevailing Wage Determinations **2023-1** shall constitute the Prevailing Wage for the duration of the contract. Copies of the determinations can be reviewed at the Agency's Central Office (1250 San Carlos Ave., San Carlos, California 94070) or found at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

The Contractor shall post a printed copy of all applicable prevailing wage determinations in a prominent place at the work site.

The Contractor and Subcontractor(s) shall pay no less than the applicable prevailing wage to any worker performing Prevailing Wage Covered Work under this Agreement for all work hours specified within the applicable prevailing wage determinations pursuant to Labor Code Section 1774.

When, after investigation by the Agency or the DIR, it is established that a worker has been paid less than the applicable prevailing wage, the Contractor or Subcontractor shall pay the worker restitution equal to the difference between actual wages paid and the applicable prevailing wage. In addition, the Contractor or Subcontractor shall forfeit to the Agency a penalty of not more than \$200 for each underpaid worker for each calendar day, or portion thereof, during which



underpayment has occurred pursuant to Labor Code Section 1775. The Agency may withhold progress or final payments from the Contractor equal to the amount of unpaid wages and applicable penalties when it is established by the Agency or DIR that an underpayment has occurred. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

**D. Future Wage Increases**

Predetermined increases to the prevailing wage can be found within the applicable prevailing wage determinations. Prevailing wage determinations with predetermined increases are denoted by a double-asterisk (\*\*) following the published expiration date. The Agency will not recognize any claim for additional compensation based on the payment by the Contractor of any predetermined increase to the prevailing wage, or the federal minimum wage rate, during the term of the Agreement. The possibility of wage increases during the Agreement is one of the elements to be considered by the Contractor in determining the bid, and such wage increases will not, under any circumstances, be considered as the basis of a claim against the Agency with regard to the Agreement.

**E. Hours of Labor**

The Contractor and Subcontractor(s) shall comply with Labor Code Sections 1810 through 1815.

The Contractor and Subcontractor(s) shall recognize that eight hours labor constitutes one day's work. The Contractor and Subcontractor(s) shall only permit a worker to work in excess of eight hours in one day and work in excess of forty hours in one week when that work is paid at no less than one and one-half times the prevailing wage basic hourly rate of pay.

The Contractor and Subcontractor(s) shall maintain accurate records showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with Prevailing Wage Covered Work performed under the Agreement. The Contractor and Subcontractor(s) shall make these records available for inspection by the Agency and by the DIR's Division of Labor Standards Enforcement.

When, after investigation by the Agency or DIR, it is established work has been performed in excess of eight hours in one day or forty hours in one week without appropriate compensation, the Contractor or Subcontractor(s) shall forfeit to the Agency a penalty of \$25 per day for each affected worker. The Agency may withhold progress or final payments from the Contractor equal to the amount of underpayment and applicable penalties when it is established by the Agency or DIR that overtime work has not been appropriately compensated. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.

## **F. Certified Payroll Records (CPRs)**

The Contractor and Subcontractor(s) shall comply with Labor Code Section 1776 and Title 8 of the California Code of Regulations Section 16400.

The Agency may withhold progress or final payments due or estimated to be due to the Contractor or Subcontractor whose CPRs are delinquent or inadequate (terms defined in subsequent language of the Contract), plus any additional amount that the Agency has reasonable cause to believe may be needed to cover unpaid wages and penalties assessed against the Contractor or Subcontractor whose CPRs are delinquent or inadequate; the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Agency provides notice that the Subcontractor has cured the delinquency or deficiency.

The Contractor and Subcontractor(s) shall maintain CPRs for a period of three years following the completion of the Agreement.

### **a. Content of CPRs**

The Contractor and Subcontractor(s) shall keep accurate CPRs detailing the following information: name, address, social security number, work classification, wage rates, straight time and overtime hours worked each day and each week, check number, deductions, contributions, payments, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee(s) employed by the Contractor or Subcontractor in connection with the Agreement.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
- ii. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

A CPR is inadequate if the CPR does not contain all the above-mentioned parts.

### **b. Timely Submission of CPRs**

The Contractor and Subcontractor(s) shall submit one CPR each week from the start of Prevailing Wage Covered Work through the completion of the work. Each CPR shall be submitted within one week from the last day of the Contractor's or Subcontractor's work week. A CPR shall be considered delinquent if the CPR has not been submitted within thirty calendar days from the end of the work week.

### **c. Additional Requests for CPRs and Other Payroll Records**



The Contractor's and Subcontractor's CPRs and all payroll records, as defined by Chapter 8 of the California Code of Regulations Section 16000, shall be available for inspection at all reasonable hours at the Contractor's or Subcontractor's office, and copies thereof shall be provided by the Contractor or Subcontractor on the following basis:

- i. Upon request of an employee or the employee's authorized representative.
  - ii. Within ten calendar days of a written request from the Agency, or from DIR's Division of Labor Standards Enforcement or Division of Apprenticeship Standards. When copies of payroll records are not provided within ten calendar days, the Contractor or Subcontractor shall forfeit to the Agency a penalty of \$100 per worker for each calendar day or portion thereof that copies are not provided. The Agency may withhold progress or final payments from the Contractor equal to the amount of any accrued penalties. Withheld payments shall be released in accordance with Labor Code Sections 1742 through 1743 and 1771.6.
- d. Submittal of Payroll Records via LCPtracker

The Contractor and Subcontractor(s) shall submit all CPRs via the LCPtracker online submittal system ([www.lcptracker.com](http://www.lcptracker.com)), unless otherwise required by the Agency. LCPtracker access is provided by the Agency free of charge to the Contractor and Subcontractor(s). Any optional interface with LCPtracker shall be at the sole expense of the Contractor. The Contractor is responsible for ensuring that all Subcontractors performing prevailing wage covered work under this agreement are registered in LCPtracker and submit CPRs.

- e. Submittal of Payroll Records to the DIR

All contractors, subcontractors, or vendors performing Prevailing Wage Covered Work under this Agreement shall submit certified payroll records as specified in California Labor Code Section 1776 directly to the Labor Commissioner. Information on reporting to the Labor Commissioner is available online at: <https://www.dir.ca.gov/Public-Works/Contractors.html>

## **G. Apprenticeship Requirements**

Labor Code Section 1777.5(n) emphasizes that a prime contractor is responsible for compliance with apprenticeship requirements. Therefore, the Contractor shall be responsible for compliance by the Contractor and any Subcontractor(s) with Labor Code Sections 1777.5 through 1777.6 related to the employment of apprentices. The Contractor shall be responsible for any penalties assessed by the Labor Commissioner in accordance with Labor Code Section 1777.7.

The Contractor and Subcontractor(s) shall meet the following obligations

whenever Prevailing Wage Covered Work is performed under this Agreement in a craft or classification deemed to be apprenticeable within applicable prevailing wage determinations:

- f. Before the start of work under this Agreement, the Contractor and Subcontractor(s) shall notify all apprenticeship programs approved by DIR's Division of Apprenticeship Standards (DAS) to train apprentices within the county of the Work. Completion and submission of Form DAS-140 may constitute sufficient notification.

Form DAS-140 can be found at:

<http://www.dir.ca.gov/DAS/DASForm140.pdf>

Information on apprenticeship programs can be found at:

<http://www.dir.ca.gov/databases/das/pwaddrstart.asp>

- g. During work performed under the Agreement, the Contractor and Subcontractor(s) shall employ apprentices in a ratio of not less than one apprentice hour of work for every five hours of journeyman work. The Contractor and Subcontractor(s) shall obtain written exemptions from DAS or a DAS-approved apprenticeship program for exceptions to the one-to-five ratio. Submittal of DAS-142 forms to request dispatch of apprentices may be required.
- h. For every hour of journeyman and apprentice labor, the Contractor and Subcontractor(s) shall make apprenticeship training fund contributions to either the California Apprenticeship Council or an apprenticeship training program approved by the DAS. Apprenticeship training contributions shall be paid at no less than the amount specified within the applicable prevailing wage determination.
- i. The Contractor and Subcontractor(s) shall pay a worker at the appropriate journeyman prevailing wage rate if any of the following apprenticeship standards are not met:
  - i. The worker is registered as an apprentice with the DAS and the Contractor has obtained written proof of his or her registration.
  - ii. The worker is registered with U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services and the Contractor has obtained written proof of his or her registration.
  - iii. The worker is employed in accordance with the apprenticeship standards of the apprentice agreement under which they are training.

#### **H. Wage Kickbacks and Worker Registration Fees Prohibited**

The Contractor and Subcontractor(s) shall comply with Labor Code Sections 1778 through 1779. The Contractor and Subcontractor(s) shall not take, receive, or

conspire with another to take or receive, for his own use or the use of any other person any portion of the wages of any worker or subcontractor in connection with the Agreement.

The Contractor and Subcontractor(s) shall not charge, collect, or attempt to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person work in connection with the Agreement, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in connection with the Agreement.

**I. Agency Labor Compliance Program (LCP)**

The Agency operates a DIR-approved LCP for monitoring and enforcing California prevailing wage law, including the abovementioned provisions. All Prevailing Wage Covered Work under the Agreement will be subject to the requirements of the LCP. The Contractor shall post the Agency's LCP contact information in a prominent place at the work site.

Pursuant to Labor Code Section 1726, the Agency shall take cognizance of Labor Code violations committed during the execution of the Agreement. The Agency shall withhold contract payments pursuant to Section 1771.6 if violations are found.

**J. Contractor Registration for California Public Works**

Pursuant to Labor Code Section 1771.1, a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless they are currently registered with the DIR and qualified pursuant to Labor Code section 1725.5. For Federally funded projects, the Contractor and all Subcontractors must be registered at the time of contract award.

Submission of a Proposal by an unregistered Contractor, or listing an unregistered Subcontractor, may result in the proposal being rejected as non-responsive. Contractor registration can be completed online at the following website:

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>.

An unregistered Contractor or Subcontractor who is found to have performed prevailing wage covered work under this Agreement is subject to penalties of up to \$8,000 in addition to any penalty registration fees that may be assessed. Additionally, a higher-tiered Contractor who is found to have entered a subcontract with an unregistered lower-tier Subcontractor is subject to penalties of up to \$10,000. Contractor registration may be verified online at the following website: <https://cadir.secure.force.com/ContractorSearch>.

To ensure compliance with Labor Code 1773.3: the Agency shall withhold final payment due to the Contractor until:

- a. The Contractor has provided the Agency with a Contractor Registration Closeout Form that includes the name and PWCR of every lower-tier

Subcontractor who performed Prevailing Wage Covered Work under the Agreement;

- b. The Agency's Labor Compliance Officer (LCO) has reviewed that the Contractor Registration Closeout Form contains all required information, has verified that all Contractors were properly registered, and has notified the Contractor that the Contractor Registration Closeout Form is acceptable, and;
- c. Thirty Calendar Days have passed since the LCO notified the Contractor that the Contractor Registration Closeout Form is acceptable. At the LCO's discretion, the thirty-day waiting period may be waived if all Subcontractors were previously identified.

**K. Compliance Monitoring by the California DIR**

This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. The Contractor must post site notices, as prescribed by Title 8 California Code of Regulations Section 16451(d).

**L. Compliance With Concrete Delivery Legislation**

The Contractor and all Subcontractors shall comply with the concrete hauling and delivery requirements in Labor Code section 1720.9 as added by AB 219. More information on these requirements may be found at:  
[https://www.dir.ca.gov/ConcreteDeliveryPrevailingWage/AB\\_219\\_Fact\\_Sheet.html](https://www.dir.ca.gov/ConcreteDeliveryPrevailingWage/AB_219_Fact_Sheet.html)

**M. Payment of Workers Compensation**

Pursuant to the requirements of Section 1860 of the California Labor Code, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

By submitting a bid and signing this Agreement, Contractor certified it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that code, and if awarded an Agreement, will comply with such provisions before commencing the performance of the Work of this Agreement.

**N. Safety and Health Standards**

Contractor must comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the Work under this Agreement, including without limitation Section 6500 of the Labor Code.

**O. Trench Safety**

Excavation for any trench five feet or more in depth will not begin until the

Contractor has received approval from the Agency, of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan must be submitted at least five days before the Contractor intends to begin excavation for the trench and must show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan will allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan must be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California. Attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans.

**P. Prohibition Against Contracting with Debarred Subcontractors**

The Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

**END OF LABOR CODE REQUIREMENTS**

## **EXHIBIT A: SCOPE OF SERVICES**

### **1.0 BACKGROUND AND GENERAL SCOPE OF WORK**

The Rengstorff Avenue Grade Separation Project (Project) will address the safety and traffic operational issues at the Project Location.

Rengstorff Avenue is a major arterial, connecting several vital business districts to US 101 and the Central Expressway. One hundred and four Caltrain commuter trains pass through the Rengstorff Avenue at-grade railroad crossing daily. When trains cross Rengstorff Avenue, all other transportation comes to a halt, resulting in congestion, trip delays, air quality impacts, and impacts on local and regional businesses. Unsafe situations arise at the crossing on a daily basis.

The existing crossing contributes to significant delays for all modes of transportation due to long gate down times (15 minutes per peak hour or 75 minutes/day) when trains approach and cross Rengstorff Avenue. Unsafe situations arise at the crossing daily for pedestrians and cyclists, with a recent history of two pedestrian fatalities in February 2022 and July 2022 at this location, and a total four fatalities recorded at the crossing since 2018. The Project will improve safety for all modes, railway operational safety, and traffic movement along all the adjacent streets and intersections surrounding the crossing. It particularly benefits low-income residents in Mountain View due to the high concentration of low-income households located on both sides of Rengstorff Avenue between the Caltrain railway and El Camino Real.

The Project will grade separate Rengstorff Avenue from the Caltrain crossing by depressing the intersection at Rengstorff Avenue and Central Expressway below grade and leaving the crossing at approximate existing elevation in Mountain View, close Crisanto Avenue and Leland Avenue, construct Leland Connector to maintain vehicular access to the residential area and the market on the west side of Rengstorff Avenue, and construct a bicycle and pedestrian bridge parallel to the Caltrain tracks to maintain an east-west connect across Rengstorff Avenue.

Overall, the Project will improve safety for all modes, traffic flow, railway operational safety, and traffic movement along all the adjacent streets and intersections surrounding the crossing.

Additionally, Caltrain has a major service growth plan that, when combined with high-speed rail service, will increase the gate down times at Rengstorff Avenue from 15 minutes per hour to 21 – 30 minutes per hour, increase the number of trains per hour by more than 50% and increase train speed from 79 MPH to 110 MPH further impacting pedestrians, bicyclists, and motor vehicles. The barrier created by the train tracks affects resident access to the City services adjacent to and near the train crossing, including but not limited to Rengstorff Park, Rengstorff Aquatics Center, Community Center, Senior Center, and Teen Center, as well as other commercial and community services on both sides of the tracks. Train horn noise will further increase

as train service increases at the existing at-grade crossing. Eliminating the existing at-grade crossing not only remove the barrier but also improve pedestrian and cyclist connectivity to nearby key community destinations.

In addition to addressing the dangers associated with this crossing, the Project will improve traffic flow and the overall quality of life in and around the Project area. Figure 1 shows the project vicinity and Figure 2 show the project limits.

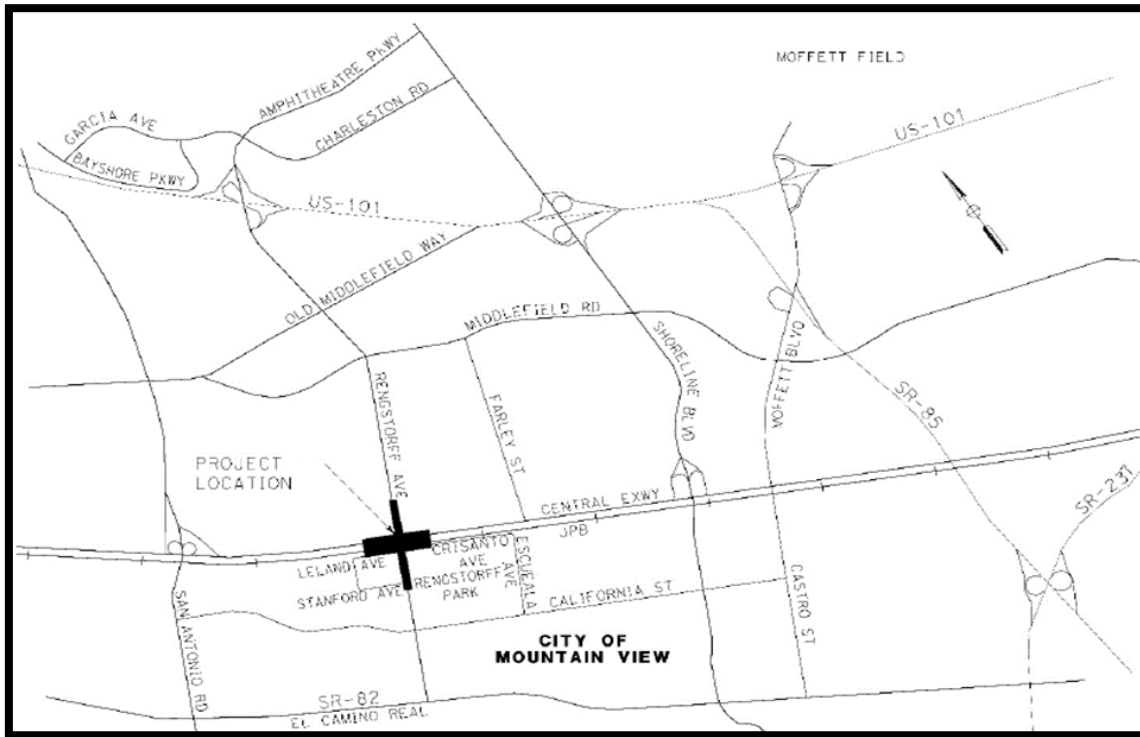


Figure 1 Project Vicinity Map



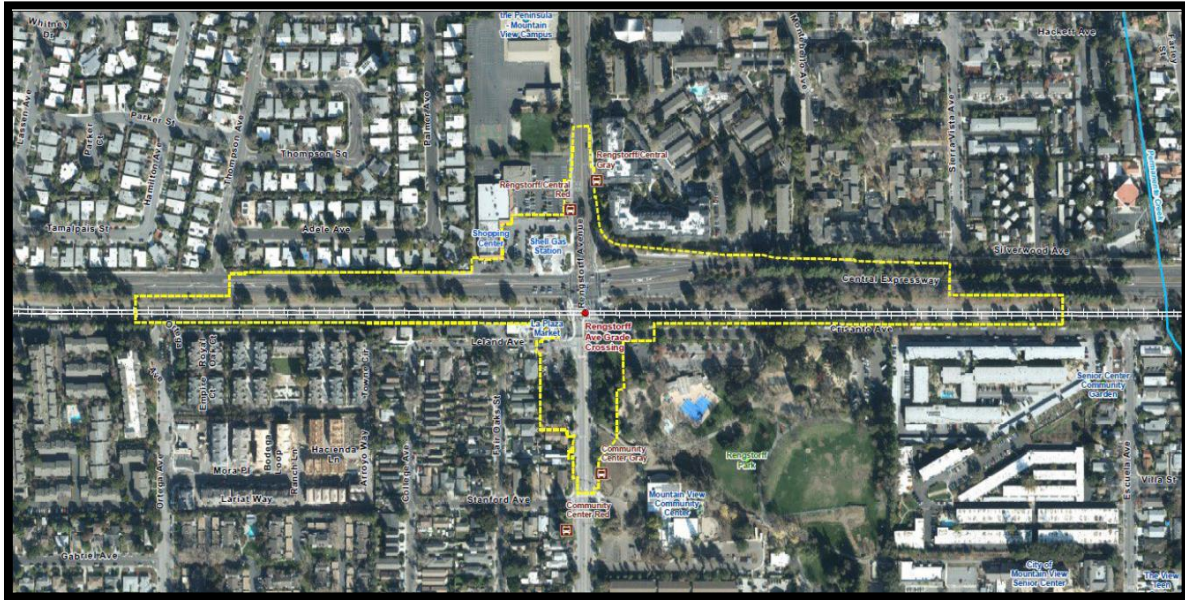


Figure 2 Project Limits

CONSULTANT shall perform Design Services for the Project, including:

**1.1 Project Delivery Method:**

The Project will be delivered using the Construction Manager General Contractor (CMGC) project delivery method. The CMGC Contractor will provide their services under a separate contract with Caltrain. The CONSULTANT shall collaborate with the CMGC Contractor to incorporate the CMGC Contractor's preferred construction means and methods and phasing into the Project design. Other collaboration requirements are included in this Request for Proposals (RFP) Scope of Work.

**1.2 Project Elements to be Designed by the CONSULTANT:**

The 35% phase of the Project was completed in October 2022. The CONSULTANT shall utilize the elements contained in the 35% Plans, Estimates, Geotechnical Report, Bridge Type Selection Report, and Staging Plan Drawings for the Rengstorff Avenue Grade Separation Project and prepare the Plans, Specifications, and Estimates and collaborate with the selected CMGC Contractor to incorporate the Contractor's input to the final design. Should Caltrain and the Contractor fail to agree on the Total Contract Price (TCP) for construction, the CONSULTANT shall prepare the final "Bid Ready" documents that would be used for the solicitation of a contractor to build the Project.

The Project proposes to eliminate the existing at-grade crossing at Rengstorff Avenue and Central Expressway through grade separation by depressing the

intersection while maintaining the Caltrain railway at its approximate existing elevation. The Project will construct:

- A Railway infrastructure and system above the lowered Rengstorff Avenue, compatible to the electrified Caltrain system;
- A temporary Shoofly to maintain rail operations during construction;
- The new realigned mainline track alignment/Overhead Contact System (OCS), accommodating future four-track system;
- A Single Span Bridge to support the railway infrastructure system compatible with the proposed electrified corridor;
- Bicycle and pedestrian enhancements along Rengstorff Avenue and crossing Central Expressway;
- A new traffic signal at Rengstorff Avenue/Central Expressway intersection;
- A Bicycle and pedestrian bridge above the lowered Rengstorff Avenue to provide east-west connection between the neighborhood and market on the west side of Rengstorff Avenue, and the Rengstorff Park on the east side;
- Leland Avenue connector roadway and new intersection to maintain vehicular access to the neighborhood and the market on the west side of Rengstorff Avenue;
- A replacement parking lot for the market on the west side of Rengstorff Avenue;
- An American with Disabilities Act (ADA)-compliant pathway between Crisanto Avenue and Rengstorff Park and the lowered Rengstorff Avenue;
- An ADA-compliant pathway between the shopping center on the north side of Central Expressway and the lowered Central Expressway;
- Utilities to be relocated;
- Retaining walls;
- Landscaping, including mitigation trees, and irrigation to enhance pedestrian experience; and
- Support public outreach by: providing exhibits including at least four renderings (may use the renderings prepared during the 35% phase with any revisions as necessary), attending community meetings and City Council/committee/commission meetings.

### 1.3 Services to be Performed by the CONSULTANT:

CONSULTANT shall be familiar with and will be responsible for providing and performing all activities necessary to successfully deliver the Project through the Final Design Phase with the goal to finalized construction documents for the Project. The Consultant shall identify and explain the necessity for any additional tasks not within the scope of work detailed below, include any modified assumptions, required to successfully deliver the Project. Services to be performed include:

- Collaborate with the selected CMGC Contractor to incorporate the Contractor's preferred means and methods and construction phasing approach into the final design;
- Prepare 65%, 95%, and 100% level plans, specifications, quantities, engineering estimates, and reports to support the Caltrain and CMGC Contractor TCP negotiations;
- Prepare bid-ready final plans, specifications, quantities, engineering estimates, and reports should Caltrain and CMGC Contractor fail to agree on a TCP for construction;
- Prepare traffic control plans, project phasing plans, and detour plans – overall construction staging plans including track, signal, OCS construction and sequence plans;
- Prepare Arborist Report to evaluate trees within the project site, take inventory of trees to be removed identifying Heritage and non-Heritage trees and evaluate heritage trees impact by the project for transplanting considering factors such as tree age, size, health, accessibility for removal and available of nearby locations for transplant. Consultant will work with the City of Mountain View's Arborist to develop a list of trees and approximate tree canopy for replacement of impacted trees at a 1:1 ratio for non-Heritage and 2:1 ratio for Heritage trees;
- Prepare permit documents and obtain necessary permits and approvals required from permitting agencies;
- Prepare right-of-way certification documents, right-of-way maps, and plats and legal descriptions and provide right-of-way support;
- Prepare Design plans to include signals, OCS, wayside system cabinets, utilities, track vertical and horizontal alignments, cross sections, existing and future slope grades within project limits, Slope Stake Listings, and Resident Engineer's file in accordance with Caltrain's requirements;

- Participate in a Constructability Review and prepare a construction schedule;
- Conduct periodic Project Development Team meetings with stakeholders to discuss project status, track project activities and issues that may arise. Consultant to prepare meeting agenda and minutes;
- Provide coordination of Project design oversight activities with Caltrain's Project Development and other Caltrain functional units such as engineering, quality assurance, project controls, Caltrain rail development and rail operations;
- Provide coordination of Project activities with stakeholders including, Caltrain, the Santa Clara County, the City of Mountain View, and the Santa Clara Valley Transportation Authority (VTA);
- Coordinate and collaborate with the Construction Manager General Contractor (CMGC), who will be working under Caltrain on a separate contract, and receive input while performing design tasks;
- Coordinate and collaborate with the City of Mountain View selected artist(s) to incorporate public art(s) elements in the project and any necessary foundation/support for the art;
- Provide coordination with adjacent projects including the Mountain View Transit Center/Castro Street Grade Separation and Access Project (City of Mountain View);
- Establish a Program and Procedures for Quality Control/ Quality Assurance (QC/QA) Plan and conduct independent Quality Review of documents;
- Conduct and document Quality Reviews, and make findings and corrective actions available for Caltrain and the City's review;
- Provide utility coordination and potholing. Prepare Utility Report of Investigation (ROI), Utility Agreements, and Notices to Owners. Prepare utility conflict maps and relocation alignment maps including Caltrain Signal and Fiber Optics;
- Attend community and Council/Committee/Commission meetings and prepare exhibits necessary.
- Prepare renderings of the Project (up to 4 views) along with 65%, 95% and 100% design submittals.

- Prepare an advanced bid-ready utility relocation package to relocate the utilities ahead of the Grade Separation project, and other elements that may be completed prior to the main construction;
- Prepare and coordinate application for PG&E new services;
- Prepare traffic signal timing plans including coordinating with the Santa Clara County Roads for timing parameters and implementing new timing plans in the controller/cabinet; and
- Prepare Quality Management Plan.

#### **1.4 Applicable Standards:**

- The PS&E will be prepared in accordance with Caltrain's regulations, policies, procedures, manuals and standards in place at the time of signing of the contract. The CONSULTANT may access the standards using the link below:

[https://www.dropbox.com/sh/ecg711gdvidnbev/AACkHv3wcv8dGBVYIP6\\_7\\_Xra?dl=0](https://www.dropbox.com/sh/ecg711gdvidnbev/AACkHv3wcv8dGBVYIP6_7_Xra?dl=0)

- Roadway design will be in accordance with the latest edition of the Caltrans' Highway Design Manual, the Manual of Uniform Traffic Control Devices (MUTCD), the California Supplement to the MUTCD, County Roads and Airport guidelines and the City guidelines/regulations as appropriate and with consideration of the National Association of City Transportation Officials Urban Street Design Guide.
- Design plans will be prepared in conformance with the current editions of Caltrain CADD Manual.
- PS&E will be prepared in conformance with the current editions of the Caltrain Plans, Specifications and Estimates Guide, Standard Plans and Standard Specifications.
- Surveys shall conform to the current Caltrans Surveys Manual. The Geodetic Datum shall be CSRS Epoch 2017.5 (NAD 83, NAVD 88)
- Phases of design of improvements which impact existing or proposed underground utilities will conform to Caltrain' procedures
- Right-of-way appraisal maps will conform to the current Caltrain, City and County's Right-of-Way regulations as appropriate.
- Any exceptions to applicable design standards will be approved by Caltrain, the City and the County as appropriate.



## 2.0 **DETAILED SCOPE OF WORK**

The Detailed Scope of Work is divided into eleven tasks, numbered 1 through 11, which are summarized below.

### **SCOPE OF WORK**

- TASK 1 Project Management and Coordination (Required)
- TASK 2 PS&E Support (Required)
- TASK 3 65% PS&E Phase (Required)
- TASK 4 95% PS&E Phase (Required)
- TASK 5 100% Draft PS&E Phase (Required)
- TASK 6 Final PS&E Phase (Required)
- TASK 7 Right of Way Support (Required)
- TASK 8 CMGC Contractor Price Proposal Review, CMGC Contractor TCP Negotiations and Coordination (Optional)
- TASK 9 Design Support During Utility Relocation and Right of Way Services (Optional)
- Task 10 Design Support During Construction (DSDC) (Optional)
- Task 11 Prepare As-Built Plans (Optional)

A detailed description of these tasks, subtasks and list of deliverables are presented below.

### **TASK 1. PROJECT MANAGEMENT AND COORDINATION**

CONSULTANT shall provide project management and coordination services for each task for the duration of the Project (assumed to be 24 months). Management activities shall consist of administration, coordination, attending meetings, scheduling and quality control as stated in the following paragraphs. The scope includes the preparation of a project management plan for the project. This project management plan defines the roles and responsibilities of team members including subconsultants and subcontractors, task scopes, budgets, schedules, communications, and project staff contact information. The project management plan is organized into the following main sections: (1) Project Initiation, (2) Planning, (3) Executing, (4) Controlling and monitoring, and (5) Closing.

Consultant shall support the coordination of planning and engineering design development activities with all project stakeholders, including impacted public and private utilities, the City of Mountain View Santa Clara County, and directly impacted property owners for compatible design and phasing of construction with existing or planned conditions. Key stakeholders include the City of Mountain View, County of Santa Clara, third party utility owners, Caltrain Operations and Safety, local businesses and homeowners, if applicable.

Consultant shall coordinate design of the Project with active City of Mountain View projects, including the Transit Center Grade Separation and Access Project. Consultant shall also coordinate with a City-selected artist for public art installation as a project element.

#### **TASK 1.1. PROJECT ADMINISTRATION AND COORDINATION**

CONSULTANT shall supervise, coordinate and monitor planning and design for conformance with Caltrain' standards and policies. This will include contract administration; subcontract procurement a (Caltrain Construction Management Office Review) management; task, schedule and& cost monitoring; management of the project management plan; and weekly staff coordination. CONSULTANT shall submit project deliverables to Caltrain for review.

#### **TASK 1.2. SCHEDULING**

CONSULTANT shall prepare detailed Critical Path Method (CPM) baseline schedule for the project and maintain the schedule, in consultation with the City, Caltrain and the CMGC Contractor. Baseline schedule shall be referenced. The schedule shall be submitted to Caltrain and shall be updated during the life of the project, typically once per month, in collaboration with the CMGC. The CONSULTANT shall adhere to the following procedure:

Submit Monthly Progress Reports, develop and maintain complete CPM schedules for all the detailed scope of work. The schedule shall be in Primavera P6 format latest Version including Work Breakdown Structure (WBS) level of detail to be agreed to by the Agency Project Manager (PM).

Develop and Submit a Baseline Schedule with following guidelines:

1. The Baseline Schedule shall be a CPM schedule prepared using a Primavera P6 software latest version. The Baseline Schedule shall be submitted as part of first order of work.
2. The Baseline Schedule shall include the entire scope of work through



the end of Contract time. The Baseline Schedule shall show the order in which the CONSULTANT proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the CPM to determine the controlling operation or operations. The CONSULTANT shall ensure that activity sequences are logical and that the Baseline Schedule shows a coordinated plan for complete performance of the work. Requirements and events which impose limitations, and dates and milestones which constrain the time, shall be clearly identified, justified, and documented.

3. The Baseline Schedule shall be developed using commonly agreed best practices such as: no open-ended activities, minimize activity date constraints, no negative float, no negative lag (leads), no long lags, no long activities (> 44 working days), no long floats (> 44 working days), no Start to Finish relationships, no split activities, and others. Any exceptions required to be clearly identified, justified, and documented.
4. The Baseline Schedule shall be cost loaded to the contract award amount with enough details to align progress reporting with invoice payment requests through the contract Cost Proposal. Resource loading the schedule with units/time resources for specific WBS elements, or the entire contract shall be required to provide physical progress/performance measurement:
  1. The Primavera P6 baseline shall be cost loaded using the individual lines in the Cost Proposal as resources. All positions or roles (Project Engineer, CAD Technician, Project Manager, Survey Technician, QC Reviewer, etc.) involved in the scope of work shall be listed as individual lines in the Cost Proposal.
  2. All resources (for cost loading or improved progress measurement) shall follow the resource hierarchy established by Caltrain in Primavera P6. The resource hierarchy will be provided to the CONSULTANT before the CONSULTANT works on the baseline.
  3. The use of special calendars (those not originally included in Primavera P6), any activity codes, and resource codes needs to be clearly identified, documented, and justified.
  4. The Data Date for the Baseline Schedule shall be the date of the NTP.
  5. All the important milestones for the contract should be included. The list of milestones shall be provided by the project team before the CONSULTANT works on the baseline. The list of milestones

will be the basis for schedule reporting for high-level management.

6. Float or slack shall not be considered as time for the exclusive use of or benefit of either Caltrain or the CONSULTANT but shall be considered as a jointly owned expiring resource available to the project and shall not be used to the financial detriment of either party. The CONSULTANT shall not create artificial schedule activities that eliminate any or all float in the project schedule.

Deliverable: Baseline Schedule Submittal

### **TASK 1.3. AGENCY/SUBCONSULTANT COORDINATION**

CONSULTANT shall coordinate with the design team, subconsultants and all involved agencies including, those shown below for timely flow of information. CONSULTANT shall prepare an encroachment permit application for conducting design field activities for the approval of the County, the City or Caltrain depending on where the work activities take place.

- City of Mountain View (City)
- County of Santa Clara (County)
- Caltrain (offices, departments, divisions and groups as directed by Caltrain Project Delivery/Rail Development, Engineering, and TransitAmerica Services, Inc. (TASI))
- Santa Clara Valley Transportation Authority (VTA)
- San Francisco Bay Regional Water Quality Control Board (RWQCB)
- California Public Utilities Commission (CPUC)
- Private property owners and developers (CONSULTANT to prepare draft materials and City to coordinate)
- Affiliated utility companies within the project limits

### **TASK 1.4. KICK-OFF, CALTRAIN, CITY AND CMGC COORDINATION MEETINGS**

Following Notice to Proceed, CONSULTANT shall conduct a Project Kick-Off meeting (assume 1 meeting) with the City, Caltrain, County and project stakeholders. Project scope, team organization, communication

procedures, design schedule, critical activities, design data needs and project deliverables will be discussed.

CONSULTANT shall conduct monthly Project Development Team (PDT) meetings (assume 24 meetings). This shall include preparation and submittal of agenda, preparation and submittal of Data Request Logs, and preparation of meeting minutes for each PDT Meeting, distribution of meeting minutes and development of action items list. The agenda shall be submitted at least one week prior to the meeting and the meeting minutes/action items shall be submitted within one week after the meeting, allowing one time for comments to be received on the draft meeting minutes. Final meeting minutes shall be prepared and distributed, incorporating any relevant comments received on the draft meeting minutes.

CONSULTANT shall attend up to 24 coordination/technical review/project status meetings.

#### **TASK 1.5. TECHNICAL MEETINGS**

CONSULTANT shall attend meetings (assume 36 meetings) such as design coordination meetings, workshop meetings, utility meetings, comment review sessions, and safety review meetings with the City, County, the CMGC Contractor, Caltrain and other affected agencies to resolve issues. Meetings shall be held during the performance of each task or as needed by CONSULTANT, Caltrain, the City or other agencies. This shall include preparation and submittal of agenda and meeting notes for each meeting. CONSULTANT shall also attend bi-weekly meetings (assume 48 meetings) with stakeholders and the CMGC Contractor.

#### **TASK 1.6. COORDINATION WITH CONSTRUCTION MANAGER GENERAL CONTRACTOR (CMGC)**

The CMGC Contractor will be under a separate contract with Caltrain. Therefore, the CONSULTANT shall coordinate with the CM/GC Contractor team throughout the preparation of final design documents. Upon authorization by Caltrain, the CONSULTANT shall provide design support during the PS&E development. Specifically, the CONSULTANT shall coordinate and collaborate with the CM/GC Contractor for the pre-construction activities as noted below. CONSULTANT is still responsible for finalized PS&E for all phases of the project and still assumes a two-year final design period.

The CMGC Contractor shall be included in the CONSULTANT's meetings and shall support the evaluation of construction and constructability issues, construction phasing, and/or materials and

services procurement. The CONSULTANT shall coordinate its design efforts with Caltrain and the CMGC Contractor including, but not limited to:

1. Providing documents for review;
2. Meeting with CMGC Contractor;
3. Collaborating with the CMGC's proposed preferred construction means and methods;
4. Collaborating with the CMGC Contractor's proposed construction phasing plan;
5. Participating in CMGC Contractor's design and construction task force meetings;
6. Identifying risk items and proposing risk assignment or mitigation options;
7. Identifying potential sub-contractor opportunities especially small, local sub-contractor firms;
8. Creating and delivering the community involvement plan;
9. Reviewing and adjusting the design milestone Engineer's Estimate with the Independent Cost Estimate and the CMGC Contractor's Estimate;
10. Identifying and delivering advanced utility relocation package;
11. Providing project construction permitting requirements and schedule of construction permitting activities;
12. Receiving input from the CMGC contractor and preparing a Site Safety Plan;
13. Receiving input from the CMGC contractor and prepare a Quality Control Plan ;
14. Receiving input from the CMGC contractor and preparing a Site Access and Control Plan (site security, traffic, pedestrian access, parking, noise and vibration, hoisting equipment, survey, etc.);
15. Receiving input from the CMGC contractor and preparing Site staging including construction offices, laydown and work areas, temporary facilities and utilities;

16. Assisting in evaluating CMGC Contactor design, means and methods, and construction phasing recommendations;
17. Evaluating alternative construction or design proposals and Value Engineering initiated by the CMGC Contractor;
18. Assisting in early procurements (structural steel, early utilities);
19. Reviewing contract price proposal based upon the 95% Design – permit review and Total Contract Price (TCP) set review;
20. Reviewing a list of submittals that the contract documents require the CMGC Contractor to deliver to Caltrain;
21. Providing a preconstruction project manager;
22. Incorporating on-going final design input;
23. Preparing Diversity Contracting Plan;
24. Providing Value Engineering Report;
25. Preparing Conduct of Construction Plan;
26. Providing Detailed Schedules (total project, focus areas as needed);
27. Preparing or Reviewing Interface Management Plan;
28. Providing 65%, 95%, 100% and Final PS&E phase. 100% and Final PS&E phases required only if TCP negotiations are not successful;
29. Preparing Early bid Packages, Long-Lead Early Procurement Report;
30. Reviewing Construction Contracting Plan;
31. Reviewing Construction Schedule;
32. Preparing Costs Estimates (65%, 95%, and IFC) – IFC required only if TCP negotiations are not successful;
33. Receiving input from the CMGC contractor and preparing the following:
  - a) Cost Estimates (support alternative analysis);
  - b) Construction Safety and Security Plan;
  - c) Receiving input from the CMGC contractor and prepare a

Construction Quality Control Plan;

- d) Receiving input from the CMGC contractor and prepare a Construction Contaminated Media Management Plan;
- e) Construction Workforce Training and Hiring Plan; and
- f) Receiving input from the CMGC contractor and prepare a Environmental Compliance Plan (storm water, erosion control).

The CMGC Contractor will lead efforts to define staging areas and other features associated with project construction. At Caltrain's direction, the CONSULTANT shall coordinate with the CMGC Contractor's preparation of staging area plans, traffic detour plans (including truck, bicycle, and pedestrian routing), construction phasing plans, temporary facilities needed to support individual phases of construction, access plans for business and residences, temporary parking areas, temporary utility connections for affected properties, and temporary signage plans. The CONSULTANT shall incorporate the agreed upon inputs from CMGC in each milestone submittals.

Deliverables: Review of CMGC Contractor's cost proposal; Comprehensive list of required submittals due to Caltrain from the CM/GC Contractor (The CONSULTANT shall deliver that list to Caltrain and notify Caltrain of any long lead-time items for the construction contractor).

#### **TASK 1.7. INVOICES/PROGRESS REPORTS**

CONSULTANT shall prepare and submit monthly progress reports, updated CPM schedules, Engineering Progress and Performance Report (EPPR) and invoices in accordance with Caltrain's requirements. Control of project costs shall be accomplished by monitoring on a task level basis. Monthly invoices shall consist of a cover letter, a monthly progress report, an EPPR, summarized at the major task level, providing budget, billed amount and balance, and Earned Value, an additional sheet detailing the costs per each subtask for the period, and a summary of the CONSULTANT labor, other direct costs (ODCs) and subconsultant/subcontractor expenses. In addition to the EPPR, each invoice shall contain a detailed cost report of all labor and expenses, produced by CONSULTANT's accounting system, subconsultant and subcontractor invoices, and receipts or other proof of expenditure for any other expenses and time-sheets showing the number of hours worked for the period.

CONSULTANT shall prepare and submit monthly progress reports, updated CPM schedules, EPPR and invoices in accordance with

Caltrain's requirements. Control of project costs shall be accomplished by monitoring on a task level basis. Monthly invoices shall consist of a cover letter, a monthly progress report, an EPPR, summarized at the major task level, providing budget, billed amount and balance, and Earned Value, an additional sheet detailing the costs per each subtask for the period, and a summary of the CONSULTANT labor, ODCs and subconsultant/subcontractor expenses. In addition to the EPPR, each invoice shall contain a detailed cost report of all labor and expenses, produced by CONSULTANT's accounting system, subconsultant and subcontractor invoices, and receipts or other proof of expenditure for any other expenses and unaltered time-sheets except redaction of specific project identification of project of other agencies.

Following information shall be included in the Monthly Progress Reports:

Submit written Monthly Progress Reports to the Project Manager, which shall include the following information:

1. At the end of each reporting period, the CONSULTANT shall prepare a Progress Report Submittal that includes a Progress Schedule, a written Progress Narrative, and the corresponding invoice documents for the period.
2. The Progress Schedule shall be based on the approved Baseline Schedule and progressed to the end of the reporting period. This Progress Schedule should be submitted to the Owner in Primavera P6 in a version approved by Caltrain (XER format and PDF). The progress reported must be consistent with the cost proposal. No progress payment will be made without an approved Progress Schedule.
3. Progress will be measured on an Earned Value (EV) basis and performance will be measured against the approved Baseline Schedule. Modifications shown in Progress Schedule: The CONSULTANT may include modifications such as adding or deleting activities, changing activity constraints, durations, change in activity calendars or logic. The CONSULTANT shall state in writing the reasons for any of these changes to planned work. If any proposed changes in planned work would result in changes to the Critical Path or near Critical Path, or any of the important milestones, then the CONSULTANT shall submit a time impact analysis.
4. The Progress Schedule shall include actual work performed and any changed logic relationships of out-of-sequence activities to reflect actual work sequence.
5. The Progress Schedule shall include updated estimates of all



remaining work.

6. Requirements and events which impose limitations, and dates and milestones which constrain the time in the Progress Schedule, shall be clearly identified.
7. Progress Narrative Report: Submit Narrative Report containing detailed comprehensive descriptions of the following information with every Progress Schedule submittal:
  - a. Description of work completed during the reporting period, including progress made on activities on the current critical path.
  - b. Status of major activities on the current critical path, including percent complete, and amount of time ahead or behind schedule. Provide description and explanation of any delays encountered during the reporting period, including impacts on other activities, milestones, and completion dates.
  - c. Description of the current critical path.
  - d. Explanation of changes to the critical path, including changes to logic or activity durations, and scheduled completion date since the last schedule submittal. Include explanation of work activities performed out of sequence from the approved schedule.
  - e. Explanation of any lack of work on activities on the critical path during the reporting period.
  - f. Issues that are impacting and risk events that may impact the scope, budget, or milestone completion dates of deliverables.
  - g. Description of proposed corrective actions and schedule adjustments to mitigate delays and bring the project back on schedule.
  - h. Status of permits, change orders, submittals, potential claims, time adjustments, non-conformance reports, and any other pending items on the current critical path.
  - i. Description of activities on the critical path to be performed in the next update period.
  - j. Any other information pertinent to the status of the project as determined by the CONSULTANT or requested by the Engineer.
8. Scope of work: Issues that may affect the scope of work.

9. Budget Progress: Report actual and planned expenditures. Compare them with the progress report and discuss any obvious discrepancies. Include backup documentation for the invoiced services.

Caltrain's Project Manager shall be notified in writing, on a task-by-task basis, when 80 percent of the budget has been spent for each subtask under Task 3, Final Design. The notification shall be made at the time when 80 percent expenditure has been accrued for a particular subtask and it shall not be delayed until invoice submittal. Monthly Progress Report shall be submitted 5 days before invoice is submitted for review or by 25th day of the month.

**Deliverable: Monthly Progress Report including Progress Report Submittal and Progress Narrative Report**

All invoices shall be prepared as follows:

1. Invoices shall be submitted for a specific period and shall be consistent with the progress reported in the corresponding Progress Report Submittal and Progress Narrative Report.
2. Together with the invoice, a Cost Proposal Update shall be included with updated amounts for each line item for: cumulative actuals (total billed to date), actual this period (this period billing amount), and remaining amount.
3. The Cost Proposal Update shall include any amendments and shall reflect the current total contract amount.
4. The CONSULTANT shall notify in writing when 80 percent of any line-item budget in the Cost Proposal has been accrued.
5. Monthly Progress Report shall be submitted on 30th day of the month.

**Deliverables: Monthly Invoice and supporting documentation**

**Task 1.8 Other Project Requirements**

The CONSULTANT shall perform the following:

1. CONSULTANT shall provide submittals for project-specific design phase Project Management Plan (PMP) and Quality Management Plan (QMP) as part of the first order of work. Caltrain will review and provide comments on PMP and QMP. CONSULTANT shall revise submittals in accordance with Caltrain's comments and provide final submittals within 2 months after issuance of the Notice to Proceed

(NTP).

2. Provide the Quality Management Plan (QMP) and comply with Caltrain's QC/QA requirements:
  - a. Include specifications that have been edited and tailored in their application and applicable standards that define quality and workmanship. Trade names, manufacturer brand names, proprietary specifications or systems that restrict competition shall not be permitted without written authorization from Caltrain's Project Manager.
  - b. Contain requirements for inspection and testing procedures to be included in documents produced by the CONSULTANT.
  - c. Address Design Reviews:
    - i. The CONSULTANT shall review documents on a continual basis. Qualified Design Team personnel other than those who originated the design shall attend these reviews. Caltrain's Project Engineers, Department Managers, City of Mountain View Staff, County of Santa Clara Staff, Santa Clara Valley Transportation Authority and Representatives of other local and private jurisdictions may participate in these reviews. The purpose of these reviews shall be to verify the design, check calculations, review constructability, evaluate permit compliance, assess compatibility with existing facilities or planned development, and to ensure adequate coordination between design disciplines.
    - ii. In addition to the design reviews coordinated by the CONSULTANT, Caltrain will organize formal design reviews following 65% and 95% Design Document submittals. Qualified Design Team personnel other than those who originated the design shall attend these reviews. Caltrain's Project Engineers, Department Managers, City of Mountain View Staff, County of Santa Clara Staff, Santa Clara Valley Transportation Authority and Representatives of other local and private jurisdictions may participate in these reviews. The purpose of these reviews shall be to verify the design, check calculations, review constructability, evaluate permit compliance, assess compatibility with existing facilities or planned development, ensure adequate coordination between disciplines, assess ADA compliance, operational safety, coordination between contract packages, etc. The CONSULTANT shall document all comments received and actions taken, including justifications for not including

suggested revisions. Final deliverable shall include a quality control stamp verifying an internal quality audit that all documents have been reviewed by the Design Team and its submitted comments. Hard copies with markups and certified and corrected or blue beam with comment resolution. Five step quality control check QA/QC: 1 is originator, 2 is checker, 3 is back-checker, 4 is updater and 5 is re-checker.

- d. Caltrain may conduct audits of the CONSULTANT and any Subconsultant during the performance of the work. CONSULTANT shall provide access and assistance to Caltrain's auditor as necessary.
3. Monitor and ensure compliance with design codes and standards, including but not limited to City of Mountain View, County of Santa Clara, Caltrain, (Caltrans, Highway Design Manual (HDM) and American Association of State Highway and Transportation Officials (AASHTO) when their seismic and structural codes are used for design and construction as appropriate).
4. Organize comment resolution meetings and manage comment resolution.
5. Provide document control that is in compliance with Caltrain's document control and record system.
6. Provide drawings (AutoCAD) and specification format control within standards and in compliance with Caltrain's requirements.
7. Develop Storm Water Pollution Prevention Plan (SWPPP) and storm treatment design and document. Provide support to Caltrain's environmental team for permit application in compliance with Caltrain's requirements.
8. Develop ROW acquisition needs and required documents and provide support to Caltrain's ROW certification.
9. Update utility conflict/impact matrix. Coordinate with utility owners to confirm utility owner's relocation plan, cost sharing, rights, and schedule. Collaborate with the CMGC Contractor to update the utility conflict/impact matrix.
10. Attend outreach meetings and provide support to the outreach program, including but not limited to providing project information, plans, and exhibits.
11. Coordinate with City, County, impacted business and property

owners as well as Agency's operations to develop traffic control plans on City and County roadway and track shutdown and signal cutover plan.

12. Coordinate with the first responder for fire/life/safety requirements if applicable.
13. Caltrain's obligations include, but not limited to, requirements under inter-agency agreements, ROW certification, permits, licenses, concurrent review period among stakeholders (City of Mountain View and VTA requires five (5) weeks of review time, and County requires ten (10) weeks of review time, as well as Caltrain Engineering and Operations perform concurrent review.
14. Field investigations such as geotechnical, utility potholing, surveying, etc. as required.
15. Create a Technical Working Group (TWG) consisting of representatives from Caltrain, City of Mountain View, VTA, County, CMGC Contractor, and other key stakeholders and hold monthly meetings to discuss progress of the project and unresolved issues. CONSULTANT shall prepare meeting agenda and minutes for the TWG meetings.

**Deliverable: Items 1 through 15 as mentioned above.**

#### **TASK 1.9. PROJECT FILING AND QUALITY CONTROL**

CONSULTANT shall prepare a project specific quality control plan for design services. The plan shall include performing in-house quality control reviews for each task and coordinating work for quality, accuracy and consistency of all documents. CONSULTANT shall develop and maintain a Project Filing system for hard copies and electronic copies per Caltrain's standard requirements.

#### **TASK 1.10. RISK MANAGEMENT PLAN**

CONSULTANT shall prepare a Risk Management Plan (RMP) in collaboration with the CMGC Contractor for the Project to address potential issues, such as potential delays to critical path studies or reviews and discovery of additional data needs or unforeseen site conditions. It shall include risks determined during the Preliminary Engineering (35%) Phase of the Project and will be incorporated into the new Caltrain RMP format. Typical components of an RMP include: (a) identification of project risks, (b) analysis of risks by probability of occurrence and impact to cost and schedule, (c) prioritization of risk, (d) development of risk response strategies, and (e) execution of the RMP

by closely monitoring project progress. The RMP will be reviewed, updated, and distributed on a quarterly basis. The CONSULTANT is responsible for the RMP up to the 95% design milestone. At the 95% design milestone, the CMGC Contractor will take over responsibility for the RMP, if a Total Contract Price negotiation is successful.

### **TASK 1.11. HEALTH AND SAFETY PLAN**

The scope of work includes the preparation of a project-specific Health and Safety Plan (HASP) by CONSULTANT in collaboration with the CMGC Contractor, which summarizes health and safety hazard information for activities conducted by CONSULTANT during environmental, asbestos/lead-based paint and geotechnical investigations, and other fieldwork associated with the Project. The elements and requirements of the HASP shall also apply to all CONSULTANT subcontractor employees and CONSULTANT-sponsored visitors. However, the HASP is not intended to encompass the scope of work that individual contractors are engaged in, nor is it designed to supply non-CONSULTANT employees with all the information they need to perform their jobs safely. All CONSULTANT subcontractors are responsible for their own work, their own health and safety, and for ensuring that they and their employees obey all applicable laws, regulations, Caltrain Safety Policy and Procedures, and requirements for operations at the site.

#### **TASK 1 DELIVERABLES**

- CPM Design Schedule
- Correspondence and memos
- Encroachment Permit Application
- Agendas, meeting minutes and meeting packages
- Invoice Packages, including Progress Reports
- Quality Control Plan
- Risk Management Plan
- Health and Safety Plan

### **TASK 2. PS&E SUPPORT**

Task 2 will consist of compiling and reviewing existing data pertinent to the Project. Also included are planning phase activities, identifying and

requesting supplemental information such as surveys, conducting site visits/field review/field trips, coordination with adjacent projects, and obtaining information and requirements related to utilities, right-of-way, permits and geotechnical conditions. CONSULTANT activities shall include the following:

#### **TASK 2.1. DATA COLLECTION & SITE RECONNAISSANCE**

CONSULTANT shall obtain and review available data and information necessary for the final design of the Project. This information shall be obtained from the City, Caltrain, County, local agencies, utility companies, or other organizations. Data to be collected and reviewed includes the following:

- Caltrain, City and County as-built plans for roadway, rail, utility and electrical plans;
- City, County, and Caltrain improvement plans;
- Private and public utility information;
- Sign inventory from Caltrain, County and the City;
- Right-of-way information;
- Environmental documents;
- Pertinent historical correspondence;
- Pavement Condition Report;
- Traffic Accident Data;
- Traffic Signal and Controller Data; and
- Traffic flow diagrams for the design year showing AM, PM, and ADT volumes for Rengstorff Avenue, Central Expressway and proposed detour routes

#### **TASK 2.2. FIELD SURVEYS**

CONSULTANT shall provide supplemental field surveys for design, which shall include additional surveys necessary to confirm mapping accuracy, topographic surveys necessary to complete the design, including cross sections, verifying existing utilities and drainage facilities, railroad infrastructure elevations and alignments, pavement elevations and locations, pavement conforms, vertical clearances,



obstructions, tree survey locations, lighting fixtures, fences, retaining walls, creeks, drainage swales and ditches and other features necessary to complete the design. Also, perform field surveys to locate features for both railroad and roadway infrastructures such as rails, railroad/ballast slopes, drainage infrastructure, electrification infrastructures, curbs, walkways, edge of traveled way and other critical existing features. This proposal assumes a budgetary amount of ten (10) field days for this work, including additional office surveying support time (which is approximately equal to the field time).

Surveys shall conform to the current Caltrans Surveys Manual. The Geodetic Datum shall be CSRS Epoch 2017.5 (NAD 83, NAVD 88)

### **TASK 2.3. GEOMETRIC REFINEMENTS**

This task shall refine the design files to serve as background and basis for developing the PS&E (Task 3.2). Master Geometric Electronic files shall be refined based on the results of the ground survey work to establish the final vertical and horizontal alignment of the project and to identify any design exceptions from Caltrain, the City or the County. The preliminary design shall be checked for potential conflicts with existing facilities or deviations from the project design criteria and design standards. Structure location and limits, right of way requirements, coordination of above and below ground utilities, stage construction, traffic handling, and environmental constraints shall be collectively considered in this effort.

The drawings shall include the following information:

- Track horizontal and Vertical alignment and clearances
- Electrification details/location of OCS poles
- Roadway Horizontal and vertical alignment and clearances
- Public roads, streets, creeks, channels, and major developments
- Bridge and retaining walls
- Shoofly alignment details
- Right-of-way lines with access control and access locations
- Layout lines

## **TASK 2.4. GEOTECHNICAL INVESTIGATION AND TESTING**

CONSULTANT shall evaluate the geotechnical conditions for the Project. The geotechnical investigation program shall:

- Review the Preliminary Geotechnical Report and extract relevant information in order not to repeat the already completed work.
- Characterize the site-specific subsurface soil and groundwater conditions that can be expected at the foundation locations for the proposed abutments, retaining walls, sign structures, and for the pavement sections.
- Characterize and provide recommendations for the mitigation of geologic hazards which might affect the proposed retaining wall.
- Provide geotechnical engineering recommendations for design of the foundations of bridge structures and retaining walls

The specific scope of work for the geotechnical investigation program shall be:

- Perform site reconnaissance to finalize the exploration locations and access routes.
- Prepare project-specific Geotechnical Investigation Work Plan.
- Obtain subsurface drilling permit from County/City/Caltrain to conduct geotechnical explorations and sampling.
- Drill exploratory borings and Cone Penetration Tests (determine the appropriate number borings and tests and the depths) at the proposed foundation locations for the bridge structures and retaining walls including determination of local groundwater level.
- Collect bulk soil samples to an appropriate depth to explore the subgrade of new structural pavement at appropriate number of locations.
- Obtain representative soil samples from the explorations.
- Conduct geotechnical laboratory testing on representative soil samples.
- Perform geotechnical engineering analyses in order to develop recommendations for the design of foundations of the proposed bridge structures and retaining walls, sections for new pavement,

and for mitigation of geologic hazards; specific engineering analyses shall include:

- Prepare Foundation Report for bridges and retaining walls in accordance with current Caltrain guidelines.
- Prepare Geotechnical Design and Materials Report for pavements.
- Document all findings and present recommendations in the geotechnical reports.

Borings shall be sampled as the drilling progresses with the Standard Penetration Test, modified California, and/or Shelby tube samplers, at appropriate intervals (closer intervals if changes in material type are observed). Below a depth of 50 feet, sampling may be increased to 10-foot intervals. All sampling and logging of the soils shall be in accordance with Caltrans' Soil & Rock Logging Classification, and Presentation Manual. Traffic control pursuant to standards shall be provided by CONSULTANT during the exploration, where needed. Clearance of underground utilities shall be based on USA and private utility locate services where appropriate.

All soil cuttings generated during the drilling of the borings will be placed in drums, sampled for possible contamination, and disposed of off-site following reception of the analytical testing results and acceptance of the materials for disposal at a nearby Class 2 landfill. If analytical results indicate that the soil cuttings cannot be disposed of at a nearby Class 2 landfill, further testing and analysis may be required to dispose of the container of soil at an appropriate facility. CONSULTANT assumes that Caltrain or City will sign any hazardous waste manifests for off-site soil disposal. CONSULTANT shall use a licensed hazardous waste transporter subcontractor and shall oversee the pick-up of all the generated drums associated with the hazardous materials investigation.

All explorations shall be backfilled per the City/County/Caltrain requirements depending on the location.

Geotechnical laboratory tests shall be completed to evaluate the index and strength properties of the recovered samples and may include moisture content/dry density, Atterberg limits, sieve analysis, hydrometer analysis, unconfined compressive strength, swell potential, consolidated undrained triaxial compression, consolidation on compressible clays and "R" value for pavement design.

## **TASK 2.5. UTILITY IDENTIFICATION AND VERIFICATION**

CONSULTANT shall verify that known utility information including Caltrain signal and fiber shown on plans and other documents prepared by CONSULTANT are current and have been coordinated with the utility companies, the City, Caltrain, Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator.

Existing utilities shall be located using the latest as-builts, visual inspection of surface features, and other available data. Where required, potholing shall be conducted to positively identify utilities, including the high-risk utilities. CONSULTANT shall locate and map existing utilities that potentially conflict with the proposed improvements, and prepare utility conflict maps identifying the accommodation, protection, relocation or removal of the existing facilities that conflict with the construction of the Project or that violate Caltrain encroachment policy including utility relocation design plans. These relocation plans shall be submitted to affected utility owners for coordination, input, and to obtain their design for the facilities that they are responsible for required relocation. CONSULTANT shall provide copies of the utility conflict maps, relocation plans, proposed notices to owners, report of investigations and agreements for Caltrain's Utility Coordinator for concurrence prior to issuing the notices to owners and executing utility agreements.

Utilities that are required to be positively located shall be potholed, reference surveyed and plotted. Appropriate number of potholes and electronic probing may be planned for budgeting purposes.

CONSULTANT shall perform the following activities:

- Pothole and verify utility locations, and provide horizontal and vertical surveying;
- Coordinate utility impacts and relocations caused by the proposed construction;
- Prepare utility agreements, including utility relocation claim letters, Notice to Owners, utility relocation design plans, and utility conflict maps;
- Develop utility plans (U- drawings) that indicate utilities to be relocated and utility envelope plans that includes Caltrain signal and fiber survey identifications and relocations; and
- Collaborate with the CM/GC Contractor to conduct early utility relocation work.

## **TASK 2.6. DESIGN REPORTS**

CONSULTANT shall prepare Design Reports for railroad highways and structures, and provide design interface information to the other design sub-consultants for preparation of these reports. The reports shall utilize applicable existing information, including information generated from the Preliminary Engineering (35%) phase. The submittals shall contain sufficient design calculations and information based on currently available Caltrain' design criteria.

CONSULTANT and/or their Sub-CONSULTANT shall prepare and submit with the following Design Reports, as indicated:

### **TASK 2.6.1. STORM WATER DATA REPORT**

CONSULTANT shall prepare a 65% PS&E-level Storm Water Data Report summarizing the Project impacts to water quality, general mitigation measures, and recommended Best Management Practices (BMPs) consistent with current Caltrain/City/County requirements for PS&E phase and the current Regional Water Quality Control Board Regional Stormwater Permit requirements. The study shall address the impacts from roadway improvements, utilizing standard checklists. The report shall also address the need for erosion control measures and document the decision-making process relating to the implementation of Treatment BMP's within the project limits. This shall include risk assessment to determine the combined sediment and receiving water risk.

Under this task, CONSULTANT shall prepare a conceptual storm-water pollution prevention plan (CSWPPP) for Caltrain, County and the City's review and approval.

### **TASK 2.6.2. DRAINAGE AND HYDROLOGY REPORT**

CONSULTANT shall review the available data and prepare design calculations to assess the capacity of the existing drainage systems. The Drainage Report shall include design calculations to assess the need for drainage improvements. The results and design recommendations shall be summarized in the Drainage Report.

The drainage report prepared by CONSULTANT shall include the following:

- Evaluation of the existing conditions
- Unusual and special conditions

- Drainage mapping
- Hydraulic analysis
- Proposed systems
- Innovative flood mitigation design
- In addition, the CONSULTANT shall prepare a flood mitigation study to address the potential flooding at the Rengstorff Avenue/Central Expressway intersection area.

#### **TASK 2.6.3. FOUNDATION REPORTS/LOG OF TEST BORINGS**

CONSULTANT shall prepare and submit a Foundation Report for the non-standard retaining wall prepared and signed by an Engineering Geologist or Geotechnical Engineer registered in California.

#### **TASK 2.6.4. GEOTECHNICAL DESIGN AND MATERIALS REPORT**

- CONSULTANT shall prepare a Geotechnical Design and Materials Report to include the following information:
- Seismicity
- Geology
- Log of Test Borings
- Recommendations for structures
- Characterization of subgrade based on geotechnical data obtained from shallow explorations samples and laboratory tests
- Pavement design in accordance with Caltrans Highway Design Manual, County Guidelines or City guidelines as appropriate
- Assessment of soil corrosion potential, consistent with City/County Guidelines

#### **TASK 2.6.5. PAVEMENT DESIGN REPORT**

CONSULTANT shall prepare a Pavement Design Report by analyzing the geotechnical and traffic data. The pavement thickness shall be determined using procedures acceptable to the City and County as appropriate.

## **TASK 2.6.6. HAZARDOUS MATERIALS TEST REPORT**

CONSULTANT shall implement a soil and limited groundwater investigation in the existing Caltrain ROW and parcels coming into the Caltrain and City ROW that is focused on the contaminant issues specific to the portion of the Project to be investigated:

- Metals including Aerially Deposited Lead (ADL) from the former combustion of leaded gasoline.
- Petroleum hydrocarbons as gasoline, diesel, and motor oil.
- Chlorinated hydrocarbons including solvents typically used as degreasers and dry cleaning chemicals.

The purpose of the investigation shall be to identify site contaminant concentrations in media that may require management and or mitigation measures, as follows:

- Media that may pose a risk to site workers and/or the public and may require: 40-hour HAZWOPER trained staff and a dust control plan and implementation.
- Media that may require management of some soil as California or Resource and Recovery Act (RCRA) hazardous waste, if disposed of off-site.

CONSULTANT shall develop a detailed investigation Workplan for review and approval by the County, City and Caltrain that shall be based on a statistical sampling approach to accomplish the following:

- Investigate soils in the project area to allow segregation of soils, to minimize hazardous waste soil disposal, and to maximize use of soils on-site in compliance with Caltrain lead in soil agreement. Based on the review of geological maps as part of the Initial Site Assessment, naturally occurring asbestos shall not be analyzed. Leachability testing with the California Waste Extraction Test (WET) and the Toxicity Characteristic Leaching Procedure (TCLP) shall be conducted iteratively based on CONSULTANT's review of the total metals data from the initial analyses. Additional leachate testing shall be performed on any sample which exceeds the STLC/TCLP trigger criteria. This additional testing shall extend the analytical testing schedule by the normal lab turnaround time of 5-10 additional days, per request.
- Investigate groundwater in areas where deeper excavation may require groundwater dewatering and disposal. Develop groundwater



disposal options including: using the water for dust control, discharging it to the local municipal sewer in compliance with the sewer discharge regulations, and/or discharging it to the local storm sewer in compliance with the applicable National Pollutant Discharge Elimination System permit requirements.

- Provide sufficient data to develop statistical Upper Confidence Limits (UCL) for site contaminants to view the Site soils holistically and to minimize development of hazardous wastes for to be disposed of off-site.
- All analyses shall be conducted on a normal 5-10 day turnaround time.

CONSULTANT's workplan shall include the following elements:

- Review of the goals of the plan.
- Description and figures of the sampling locations, depths of samples to be collected, frequency of sampling, and other procedures, such as use of Terra Cores® for sampling for volatile compounds.
- Description of the analytical procedures to be used.
- Detailed sampling and analysis table to facilitate the field efforts and to minimize the potential for field errors.

CONSULTANT shall implement the approved workplan as follows:

- CONSULTANT shall use the Site-specific Project Health and Safety Plan for fieldwork.
- CONSULTANT shall develop a traffic control plan to be used during the field work for review and approval by Caltrain, County and the City.
- Soil and groundwater sampling shall be conducted using a direct push rig, when accessible, to minimize field time and waste generation. Sampling equipment shall be decontaminated between each sampling event.
- CONSULTANT staff shall use preprinted labels and chain-of-custody forms to minimize the potential for field errors.
- The samples shall be maintained under CONSULTANT chain of custody until transferred to the lab courier.

- CONSULTANT shall use a certified lab for the analyses.
- Analytical data shall be reviewed by trained CONSULTANT staff for QA/QC, and the data shall be flagged in the data tables, if needed.
- Waste soil from our borings and decontamination water from the equipment cleaning shall be drummed and left at a Caltrain-designated on-site location until sampled, analyzed, characterized and profiled for off-site disposal to a designated licensed landfill.
- Off-Site disposal of the investigation derived wastes and disposal loading oversight are included in the scope of work. CONSULTANT shall use a licensed hazardous waste transporter and shall oversee the pick-up of all the drums by the subcontractor.

CONSULTANT shall develop a draft Project Hazardous Materials Report for the Field Investigation. The draft report shall be internally peer reviewed the comments addressed. The draft report of the investigation findings shall be submitted for a 65% review, 95% review, final review, and approval by the County, City and Caltrain. The report shall include the following sections:

- Executive Summary.
- Introduction.
- Sampling Activities.
- Analytical Results.
- Tabulated Data and Comparison to Regulatory and ADL agreement criteria.
- UCL statistical evaluation of the Site's ADL.
- Figures showing the Site, sampling points, areas included in the UCL calculations, grading recommendations.
- Conclusions and recommendations for soil and dewatered groundwater management.

CONSULTANT shall address the City's and Caltrain comments and issue the final report. The final report shall be stamped by a California Professional Geologist or Professional Engineer.

The CONSULTANT shall determine the number sampling locations, number of soil samples each as long as groundwater is encountered. If

groundwater is encountered, sufficient number of groundwater samples shall be collected.

#### **TASK 2.6.7. LANE CLOSURE REPORT**

CONSULTANT shall contact the City, County, and Caltrain staff to obtain the most current 7-day 24-hour traffic counts and any lane closure restrictions to prepare the lane closures. The traffic data request shall include the following locations as specified below:

- Rengstorff Avenue
- Central Expressway
- Adjoining Streets as needed for construction staging

In collaboration with the CMGC Contractor, the CONSULTANT shall identify temporary detour routes, perform detour route capacity analysis and delay calculations for calculating Late Lane Pick-Up and Road User Cost (RUC). CONSULTANT team shall prepare and submit the LCR to Caltrain for review and comment.

In collaboration with the CMGC Contractor, the CONSULTANT shall prepare the Lane Closure Charts for 65%, 95% and final Submittal. If Caltrain and CMGC Contractor agree on the TCP, the final submittal of the Lane Closure Charts is not required.

#### **TASK 2.6.8. TRAFFIC STUDY/TRAFFIC OPERATIONS ANALYSIS**

In collaboration with the CMGC Contractor, the CONSULTANT shall update the traffic study/operations analysis prepared as part of the 35% phase design and prepare an updated report. The CONSULTANT shall coordinate with the County on traffic signal design and timing plan development.

#### **TASK 2.6.9. TRANSPORTATION MANAGEMENT PLAN DATA SHEET**

CONSULTANT shall prepare the TMP data sheet to support the PS&E phase of the Project.

#### **TASK 2.6.10. ADA COMPLIANCE MEMORANDUM**

CONSULTANT shall prepare a ADA Compliance memorandum highlighting the ADA provisions and provide written statement on the ADA compliance.

### **TASK 2.6.11. VALUE ENGINEERING**

CONSULTANT shall coordinate with the CMGC Contractor and prepare an industry standard Value Engineering report. Caltrans' Value Engineering methodology or similar is acceptable.

### **TASK 2.6.12. LIGHTING REPORT**

CONSULTANT shall prepare a detailed lighting report that covers the project area, that would support the lighting design plans with all necessary calculations for a lighting system to illuminate the track area.

Care shall be taken in lighting placement such that trains shall not mistake the lights for train signals nor shall they interfere with the train engineer's sight distance for existing signal aspects. All lights shall be directed downward.

Provide temporary lighting for all falsework and shoring areas.

The minimum lighting design criteria shall be an average of one (1) foot-candle per square foot of structure at the Railroad tracks. Two (2) foot-candle or greater may be required at the discretion of Caltrain. The illuminated area shall extend to the limits of the overhead structure width and the width of the Railroad right-of-way under the said structure.

Fixtures shall be installed on the column walls or caps of the Overhead Structure without reducing the minimum horizontal and vertical clearances. The type of fixtures shall be coordinated with the City, County and Caltrain as appropriate.

Access to perform any maintenance for lights shall be coordinated with Caltrain

### **TASK 2.6.13. LANDSCAPE/AESTHETIC CONCEPT PLAN**

CONSULTANT shall prepare a landscape/aesthetics concept for the project in coordination with the City, Caltrain and affected stakeholders. Proposed trees shall be located individually and identified by name or graphically keyed. Proposed shrubs shall be shown in massed formations, and ground covers shall be identified with textured pattern. A plant list shall be provided listing proposed plants and possible materials from which the final selection shall be made. Irrigation crossovers for future use shall be identified and shown on the concept plan. Species shall be consistent with the City's most recent plant and tree palette.

The task shall include preparation of a CADD based landscape concept

based upon goals determined through meetings with the stakeholders, based upon field work knowledge of Caltrain design criteria, and based upon previously approved concepts in the project area. Recycled water for irrigation supply shall also be considered. The concept shall be presented in graphic format and CADD line colored. With comments received, a final concept shall be prepared and in CADD line color. A preliminary construction cost estimate shall be prepared.

Work performed includes the following work activities:

- Develop Landscape Conceptual Design (Includes one landscape planting concept plan and one revised planting concept plan)
- Prepare three (3) photo-simulations

#### **TASK 2.6.14. DRAFT CONDUCT OF CONSTRUCTION PLAN**

CONSULTANT shall prepare a draft Conduct of Construction Plan (CCP) in coordination with the CMGC Contractor that gives Caltrain the construction management issues and mitigations upfront. The CCP is essential because of the need for keeping the rail operations intact during construction. The CCP shall include site attributes/details, hours of work, pre-start checks, equipment selection such as excavators, cranes, dump trucks, graders, compactors, street sweepers, safety and security plans, truck haul routes, office equipment and trailers, parking, lay-down and deliveries area, crane and other equipment arrival logistics and movements within the project site, waste management, environmental impact protection, construction phasing, construction materials, critical electrical works, list of pre-construction activities, At the 65% PS&E design milestone, the CMGC Contractor will assume responsibility for completing the CCP.

#### **TASK 2.6.15. BASIS OF DESIGN REPORT**

CONSULTANT will revise the Basis of Design Report prepared during preliminary design and obtain approval from Caltrain, the City and the County. CONSULTANT will incorporate review comments provided during the final review of the 35% plans and estimate.

#### **TASK 2.6.16. STRUCTURE TYPE SELECTION REPORT**

CONSULTANT will prepare a final Structure Type Selection Report (TSR) based on the TSR prepared during the Preliminary Engineering (35%) phase. The TSR will address design and constructability issues, aesthetics, costs, schedule, and recommendations related to special design retaining walls, the railroad underpass, and the pedestrian overcrossing. In addition, it will summarize engineering studies in other

disciplines including falsework (if required), utility relocation, construction staging, and geotechnical evaluations.

This task will include development of preliminary construction structure quantity and cost estimates, in a Caltrain General Plan format, that identifies construction work items, quantities and unit costs, and summarizes the estimated total structures cost, including allowances for supplemental work, owner furnished materials, expenses, mobilization and contingencies.

#### **TASK 2.6.17. DESIGN VARIANCE DOCUMENT**

CONSULTANT will review the project to assess the need for additional design variances, and prepare a supplemental design variance document, which will list any variances to Caltrain's design standards. The document will include the justification for each variance. CONSULTANT will coordinate with Caltrain for approval.

#### **TASK 2.7. PUBLIC MEETING/OUTREACH SUPPORT**

CONSULTANT will support the City in its public outreach efforts and community meetings (assuming one public meeting to be organized and facilitated by the City).

#### **TASK 2 DELIVERABLES**

- Updated Master Geometric Electronic Files (Auto CAD format)
- Geotechnical Sample/Testing/Boring Work Plan
- Utility Agreement Input
- Draft and Final Design Reports:
  - Storm Water Data Report
  - Drainage Report
  - Foundation Reports with Boring Records
  - Geotechnical Design and Materials Report
  - Pavement Design Report
  - Basis of Design Memorandum
  - Decision Matrix and Alternatives Analysis

- Project Hazardous Materials Test Report
- Lane Closure Report
- Traffic Study/Operations Analysis Report
- Transportation Management Plan Data Sheet
- Landscape/Aesthetics Concept Plan
- Structural Report
- Conduct of Construction Plan
- ADA Compliance Memorandum
- Value Engineering Report (Draft and Final)
- Decision Matrix and Alternatives Analysis
- Lighting Report

### **TASK 3. 65% PS&E PHASE**

The purpose of Task 3 is to develop draft plans, specifications and quantities for the 65% PS&E design that includes shoofly cutover plan and schedule, track, signal, traction power, passenger operation impacts, railroad and highway construction and closures, cutover from shoofly tracks to permanent main tracks, roadway layout, utilities, pavement delineation, signage, construction staging, and includes finalizing the right-of-way, utility relocations and proposed easements, and responding to comments received from the agencies reviewing Task 2 submittals and identifying and resolving conflicts. The submittal shall consist of design documents that are required for the Project.

CONSULTANT shall coordinate the plans, specifications and estimates with those of other design sub-consultants and ensure that the design interfaces with other disciplines.

#### **TASK 3.1. BASIS OF DESIGN**

CONSULTANT shall revise the Design Criteria Report prepared during the preliminary design and obtain approval from Caltrain and stakeholders.

CONSULTANT shall review the Project to assess the need for additional



design exceptions/variance that may be required prior to commencing detailed design work. Additional design exceptions/variance, if discovered, shall be submitted as a list at the 65% PS&E Phase.

The CONSULTANT shall incorporate the review comments provided during the final review of 35% which were deemed final design phase tasks.

### **TASK 3.2. DESIGN PLAN SHEETS – GENERAL REQUIREMENTS**

CONSULTANT shall prepare, coordinate and submit Design Plan Sheets in English units for all design, and ensure that interface information is provided to the other design sub-consultants. The drawings are to be in Auto CADD format and must be in compliance with current Caltrain' requirements. CONSULTANT shall prepare the necessary Design Plan Sheets that include temporary and permanent facilities:

1. Geometric Base Sheets shall be prepared at a scale of 1"= 50'. Base sheets shall include basic horizontal and vertical layout information and identify all major construction features. These sheets shall include the topographic base mapping.
2. Typical Cross Sections for the highway shall be based on the approved standard sections, including pavement structural sections.
3. Profiles/Super-elevation Diagrams (scale: horiz. 1"=50', vert. 1"=10') shall be prepared as necessary. It is anticipated that mainline vertical design data shall be detailed on pavement elevation sheets.
4. Utility Relocation/Occupation Plans (scale 1"=50') CONSULTANT shall identify and propose existing and final locations of known utilities that are affected by the Project, such as gas, electric, cable TV, telephone, sanitary sewer, water and track signal and fiber.
5. Drainage Layout Sheets CONSULTANT shall prepare the preliminary Drainage Plans/Profiles and Detail Sheets. The design efforts shall be coordinated with other design disciplines of the Project Team. Drainage plans shall be prepared at a scale of 1"=50' showing existing and proposed drainage systems.
6. Pavement Delineation shall be prepared at a scale of 1"=50'.
7. Sign Plan (scale 1"=50') A field survey shall be conducted and used to develop inventory of existing roadway signs and shall be confirmed with as-builts found. Sign plans shall be developed depicting both existing and proposed signs within the project limits.

## 8. Railroad infrastructure Plans including Overhead Contact System

New tracks alignment and design as well as OCS shall be designed according to the Caltrain guidelines.

Shoofly track shall be designed for maximum authorized speed, for freight and/or passenger trains, per Caltrain's Railroad track standards and operating requirements.

The proposed shoofly shall be designed to account for track settlement.

Construction staging shall be designed to keep the Railroad tracks operational at all times except for preapproved construction windows during cut over operations.

### **TASK 3.3. STRUCTURE TYPE SELECTION**

A Structure Type Selection Report (TSR) was prepared as part of the Preliminary Engineering (35%) phase. The CONSULTANT shall prepare a final TSR in accordance with Caltrain's requirements.

In addition to the structure related items, the TSR shall include summary of engineering studies in various disciplines including false-work (if required), utility relocation, stage construction, constructability studies, and geotechnical evaluations.

The Type Selection Report shall include the following structures:

1. Special design retaining walls.
2. Railroad Bridge
3. Pedestrian Bridge

The Type Selection Report shall include the following:

- General Description of the Project
- Design and Constructability Issues
- Foundation
- Speed of Construction
- Staged Construction of the Various Structures
- Preliminary Aesthetics

- General Plans
- Construction Costs
- Construction Schedules
- Recommendations

Preliminary Construction Structure Quantity and Cost Estimates in a Caltrain General Plan format shall be developed for the project at this stage. The list of items of work shall be prepared based upon Caltrain' Standard Items of Work and adding items as may be necessary. The cost estimate shall identify construction work items, quantities, unit costs, and summarize the estimated total structures cost, including allowances for supplemental work, owner furnished materials, expenses, mobilization and contingencies.

#### **TASK 3.4. ELECTRICAL DESIGN**

CONSULTANT shall prepare the electrical plans. The scope of electrical plans shall include design of railroad infrastructure electrical plans (for both shoofly and final alignment), a new traffic signal, signal modifications, signal interconnect, roadway lighting, bus signal priority signal (if needed), temporary signals and temporary roadway lighting.

Local Street Lighting: CONSULTANT shall assist the City/County to identify the appropriate light and fixture types. The level of effort assumes that up to three fixture types shall be identified in consultation with agency staff. Roadway lighting photometric analysis shall be calculated for the chosen light and fixture types to determine adequate lighting along the corridors.

Plans shall be developed using the applicable Caltrain Standard Plans and Specifications, the signal design shall incorporate the latest County/City requirements for bicycle and motorcycle detection. Caltrain and the City shall review this submittal and provide comments for incorporation into subsequent submittals. The CONSULTANT will receive one set of comments from each agency at each review level.

Electrical Service for project elements: CONSULTANT shall prepare electrical load calculations and submit them to the utility company to verify service point locations and capabilities.

CONSULTANT shall coordinate with PG&E and prepare service applications.

#### **TASK 3.5. DESIGN PLAN SHEETS – SPECIFIC DESCRIPTION/LIST OF**

## SHEETS

CONSULTANT shall prepare all final Design Plan Sheets. Plans shall be prepared in accordance with Caltrain' requirements.

### TASK 3.5.1. DESIGN PLANS

A set of highway and railroad design plans shall be compiled with the following code letters and sheet names and arrange sheets in the order shown or appropriate order in Coordination with Caltrain.

<u>ID Code</u>	<u>Sheet Name</u>
--	Title Sheet
	Index of Drawings
	Civil and Track Abbreviations
	Symbols
	General Site Plan and Key Map - Civil
	Track Key Plan
	Survey Control Plan
	Demolition Plan
	Geometrics and Street Improvement Layout
X	Typical Cross Sections, Roadways
X	Typical Cross Sections, Track
	Track Work Plans, Profile and Special Details
PC	Project Control and Monumentation
K	Key Map and Line Index
L	Layout Sheets
PS	Profile and Super-elevation Diagram
C	Construction Details
	Architectural Concepts and Rendering (four Views)

	CCTV and Monitoring Plans
	Mechanical and Electromechanical Plans as necessary
	Communications Network Plans
WPC	Temporary Water Pollution Control Details
EC	Erosion Control Plans
	Roadway and Walkway Profiles and Plans
	ADA Compliance Details
G	Contour Grading
DM	Overall Drainage Map
D	Drainage Plans, Temporary
	Drainage Plans, Final
DP	Drainage Profiles
DD	Drainage Details
DQ	Drainage Quantities
U	Utility Plans
UD	Utility Details
UQ	Utility Quantities
	VMS Plan and Fiber Cable Network Plans
CS	Construction Area Signs
SC	Stage Construction Plans
TH	Traffic Handling Plans (are not part of SC plans)
THQ	Traffic Handling Quantities
DE	Detour Plans, Details, and Quantities
CSD	Construction Area Sign Details

CSQ	Construction Area Sign Quantities
TDP	Temporary Grade Crossing Design Details/Plans
TDQ	Temporary Grade Crossing Design Details/Plans Quantities
PD	Pavement Delineation Plans
PDD	Pavement Delineation Details
PDQ	Pavement Delineation Quantities
Q	Summary of Quantities
S	Sign Plans
SD	Sign Details
SQ	Sign Quantities
	Traffic Signal Plans
	Roadway, track and walkway lighting plans
R	Retaining Wall Plan, Details, and Quantities
PL	Plant List
PR	Plant and Tree Removal Plan
PP	Landscape/Planting Plan
	Landscape Lighting Plans
IR	Irrigation Removal Plans
IP	Irrigation Plans
E	Signal, Lighting.
	Shoofly Design Plans
	Foundation Plans and Details
	Track Signal Plans
	Track Electrification Plans

## Track System and Fiber Network Plans

-- Bridge Structure Plan Details

### **TASK 3.5.2. STRUCTURE DESIGN PLANS/CALCULATIONS**

Upon approval of the Type Selection Report, CONSULTANT shall proceed with the final nonstandard retaining walls design creating design calculations, details and construction documents according to Caltrain.

The structure plans, specifications and estimate shall be prepared in accordance with the current editions of the Caltrain manuals and California Public Utility Commission (CPUC) clearance standards.

A standard set of Caltrain's unedited contract structure specifications utilizing English units of measure shall be prepared with standard structure special provisions. Contract bid item list with quantities and unit prices updated from the Type Selection Report shall be developed. A copy of the complete 65% PS&E package shall be submitted for review and comment from the City, County, Caltrain and other reviewing agencies.

Incorporate remaining review comments on the 35% submittal. The 65% submittal shall reflect:

1. 35% review comments incorporated/resolved.
2. Design Plans and calculations including superstructure and substructure details, bearing details, deck and waterproofing details, miscellaneous bridge details, and a complete set of structural calculations
3. Geotechnical Reports/recommendations
4. Project Specifications and/or Special Provisions, including Railroad coordination requirements.
5. Drainage Report, as required.
6. Shoofly Design plans and alignment data.
7. Construction Phasing Plans. Must show all required phasing, construction procedures, temporary shoring layout, controlling dimensions and elevations. Structures Plan Include:
  - General Plan



- Index to Plans
- Foundation Plan
- Construction Staging Plans
- Abutment Layout
- Abutment Details
- Retaining Walls Plans and Details
- Typical Section
- Girder Details
- Structure Approach Slab Details
- Drainage Details
- Aesthetic Details
- Rail Infrastructure and Systems Plans and Details

The above plans are for general guidance. The CONSULTANT shall prepare all necessary details/calculations/plans to implement the structures.

### **TASK 3.5.3. UTILITY RELOCATION/ OCCUPATION PLANS**

The intent of Caltrain is that the services of the CONSULTANT shall be complete and “turn-key” with respects to all utility coordination matters, including complete coordination for the protection and relocation of existing facilities, as well as coordination, preparation of applications, and all other matters pertaining to the relocation and installation of utilities within the project area. Caltrain intends to relocate the utilities ahead of the main construction contract. Therefore, the construction plans or the bid documents for utility relocations shall be prepared as a separate package.

CONSULTANT shall designate dedicated staff who shall be responsible for all coordination work related to utilities for the Project, including but not limited to relocations of existing trunk and mainline facilities, installation of new trunk and mainline facilities, relocation of existing utilities, and installation of new utilities.

CONSULTANT shall coordinate with utility owners and the Caltrain utility

coordination staff with respect to all utility related matters. CONSULTANT shall provide copies of all correspondence with utility companies and other utility related information to Caltrain. Correspondence, as described herein, shall be prepared by the CONSULTANT for either CONSULTANT or Caltrain signature, as appropriate, and as directed by the Caltrain Project Manager.

CONSULTANT shall coordinate with Caltrain, City and County staff to obtain record copies of utility maps from each utility owner within the project limits for existing and/or proposed utility facilities. CONSULTANT shall include mapping and/or exhibits that clearly define the project limits as part of the requests for utility information.

CONSULTANT shall identify utility companies affected by the project and delineate utilities within the project's sphere of influence on the plans. CONSULTANT shall prepare preliminary plans, which shall include all existing utilities (above ground and belowground) identified by location, size, type, and owner, as appropriate. CONSULTANT shall check horizontal and vertical clearances for utilities and coordinate design with the various utility companies to address conflicts. In addition to information provided by the owning utility companies and thorough research of other record maps, field surveys shall be used to locate utility features in the railroad corridor and the roadway corridors.

Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and by whom. Inventory numbers of poles, vaults and other surface facilities shall be shown on the plans for those facilities that have such numbers attached to the facility and as provided on the owner's inventory maps.

CONSULTANT shall send preliminary design plans through Caltrain staff to owning utility companies within the project limits with requests for review and comments on the plans relevant to their respective facilities, and with requests for other project specific information.

CONSULTANT shall monitor responses of utility notices received and make recommendations for mitigating conflicts. CONSULTANT shall provide written responses to utility companies with regard to stated concerns and conduct design coordination meetings with utility companies as needed. Unresolved issues shall be brought to the attention of the Caltrain Project Manager and County/City utility coordination staff as early as practical. Utility conflict issues shall be resolved prior to the completion of the final design plans as follows:

CONSULTANT, through Caltrain staff, shall request and obtain a written acknowledgement of any conflicts from the respective utility owners. Reasonable efforts shall be taken to accommodate utility company

requests for minor design changes to accommodate their facilities. CONSULTANT understands that the utility companies are generally operating within the Caltrain/County/City right-of-way, but may have prior rights to that of Caltrain/County/City in some cases.

CONSULTANT shall coordinate inclusion of special provisions in Caltrain's bid documents for adjustments and relocations of utility facilities as alternate bid items, if requested by the owning utility. Said work may require that cooperative agreements be executed between Caltrain, City, County and the owning utility companies. CONSULTANT shall provide information and exhibits as required to support the preparation of cooperative agreements, if needed.

CONSULTANT shall conduct utility coordination meetings, as needed, regarding adjustments and relocations, to resolve conflict issues,. For utility conflicts that require relocating, Caltrain staff shall submit the official notice / order to the utility companies to relocate conflicting facilities. CONSULTANT shall make recommendations for special provision language with regard to utility issues, recommendations for construction windows of time for utility relocation activities, recommendations for inclusion of utility bid items.

All utility files shall be organized and maintained per Caltrain/City/County policies and procedures depending on the location of the Utilities. CONSULTANT shall prepare utility portion of Right-of-Way Certification per Caltrain policy and submit to Caltrain for final approval.

CONSULTANT shall assist with the resolution of utility related issues that may arise during the bidding process and during construction, including design modifications as needed and as approved by the Caltrain Project Manager.

#### **TASK 3.5.4. SHOOFLY DESIGN PLANS**

CONSULTANT shall review the shoofly design prepared as part of the Preliminary Engineering (35%) phase and update the design drawing as necessary to build the shoofly. The design shall incorporate all necessary elements to run the train system in an electrified corridor with no impact to the train operations.

The CONSULTANT shall design the shoofly to be compatible to the electrified corridor SYSTEM that would be in place during the construction of the Project.

The shoofly system shall be designed such that the transition to and from the shoofly shall be performed during the weekend.

In addition to the drawings/plans, the CONSULTANT shall prepare a Shoofly Design Report that includes all necessary calculations and data required to build the shoofly.

**TASK 3.5.5. SIGNAL AND OVERHEAD CONTACT SYSTEM (OCS) PLANS**

CONSULTANT shall prepare the Signal and OCS plans for both the temporary shoofly and the permanent railroad system.

**TASK 3.6. SPECIFICATIONS AND SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS**

CONSULTANT shall prepare Special Provisions as follows:

- CONSULTANT shall review the latest edition of Caltrain's Standard Specifications, and Caltrain's Standard Special Provisions (SSP) applicable thereto.
- For work items necessary for construction of the Project, CONSULTANT shall assemble data and prepare drafts of (1) necessary edits to the SSP, and (2) modifications to the SSP or additional nonstandard specifications (NSSP) which may be necessary.
- Caltrain shall provide the "boiler plate" special provisions.
- CONSULTANT shall submit and work with Caltrain to gain approval of nonstandard special provisions, if any. The CONSULTANT shall use Caltrain's format for the Standard Specifications, Special Provisions and non-Caltrain standard specifications.
- Upon completion of the foregoing activities, CONSULTANT shall submit the SSP for signature and seal sheet.
- CONSULTANT shall coordinate specifications with other design sub-consultants to assist design interface activities. SSP shall be submitted in MS Word format.

**TASK 3.7. UPDATE DESIGN REPORTS**

CONSULTANT shall update and submit the design reports as necessary. The updates shall incorporate all the agreed upon comments from the City, County, Caltrain and other affected agencies.

**TASK 3.8. QUANTITIES AND COST ESTIMATE**

CONSULTANT shall develop the Construction Quantities and Cost

Estimates. This shall include back-up calculations. The estimate shall follow the Caltrain format.

### **TASK 3.9. CONSTRUCTION SCHEDULE**

In collaboration with the CMGC Contractor, the CONSULTANT shall prepare a Critical Path Method (CPM) Preliminary Construction Schedule for the Project based on the data developed in Task 3. The schedule shall be prepared using Primavera P6, the latest Version format. The schedule shall include the CONSULTANT's initial approach for the major components of the construction work and incorporate sequencing logic as shown on the construction staging plans. The schedule calendar and the activity durations shall be prepared to reflect the allowable work windows (as established by Caltrain, City and County operational needs) and environmental limitations, and based on track access needs. The minimum activity duration shall be one (1) day, and the maximum activity duration shall be two (2) weeks.

The track shift and signal system cutover(s) shall require the preparation of an hourly schedule of activities. This hourly schedule shall then be utilized to plan appropriate work windows. The minimum activity duration shall be fifteen (15) minutes, and the maximum activity duration shall be two (2) hours.

CONSULTANT shall coordinate mitigation, roadway, track, signals, traction power, passenger operations and structures construction schedule information to prepare the Project Construction Schedule.

### **TASK 3.10. DRAFT PS&E CHECKLIST**

CONSULTANT shall prepare draft PS&E Checklist.

### **TASK 3.11. QC REVIEW**

CONSULTANT shall perform an in-house Final Design 65% PS&E QC review.

### **TASK 3.12. CONSTRUCTABILITY REVIEW**

CONSULTANT shall participate in a Constructability Review at the 65% submittal. The City, County. The CMGC Contractor and Caltrain will provide a representative to conduct the Constructability Review. CONSULTANT shall coordinate the Constructability Review meetings. CONSULTANT shall prepare meeting notes summarizing the action items and shall adequately address the comments generated by the review including providing explanation for comments not incorporated into the design.

### **TASK 3.13. PUBLIC MEETING/OUTREACH SUPPORT**

CONSULTANT shall provide support to the City in public outreach and community meeting. This proposal assumes one public meeting and the City will organize and facilitate the meeting.

### **TASK 3.14. CONDUCT OF CONSTRUCTION PLAN**

CONSULTANT shall prepare a Conduct of Construction Plan (CCP) in coordination with the CMGC that gives Caltrain the construction management issues and mitigations upfront. The CCP is important because of the need for keeping the rail operations intact. The CCP shall include site attributes/details, hours of work, pre-start checks, equipment selection such as excavators, cranes, dump trucks, graders, compactors, street sweepers, safety and security plans, truck haul routes, office equipment and trailers, parking, lay-down and deliveries area, crane and other equipment arrival logistics and movements within the project site, waste management, environmental impact protection, construction phasing, construction materials, critical electrical works, list of pre-construction activities,

### **TASK 3 DELIVERABLES**

- Updated Design Criteria Report
- Design Exception/Variance Report
- Structure Type Selection Report
- Right of Way Requirements Maps
- Updated Design Plan Sheets (65%) (Auto CAD format) that incorporates 35% review comments.
- Edits and Modifications to the Special Provisions and NSSP's (65%)
- Final Design Reports
- Construction Cost Estimate
- Construction Schedule
- Draft PS&E Forms
- Constructability Review Meeting Notes
- Public Meeting Exhibits

- Shoofly Design Report
- Conduct of Construction Plan (in collaboration with the CMGC Contractor)

#### **TASK 4. 95% PS&E PHASE**

Prior to making submittals of the 95% PS&E documents, CONSULTANT shall address the comments received from the 65% submittal and incorporate them as appropriate. This shall include resolving them with Caltrain and its functional units, the City, and other reviewing agencies by attending up to six comment resolution meetings. CONSULTANT shall provide written response to the 65% PS&E review comments, with justification noted for each comment not incorporated.

CONSULTANT shall coordinate the plans, specifications and estimates with those of other design sub-consultants and assure that highway design interfaces with structures design. CONSULTANT shall perform the following activities:

##### **TASK 4.1. BASIS OF DESIGN**

CONSULTANT shall prepare one Supplemental Design Variance Document, prepared as per design exceptions identified and coordinate with Caltrain for approval.

##### **TASK 4.2. DESIGN PLAN SHEETS**

CONSULTANT shall incorporate agreed upon comments received from Caltrain, County, the City and other agencies into the design plan sheets submitted and prepare complete highway, track, signal, traction power/OCS, shoofly and structure construction plans.

Following are the required tasks:

1. Response to review comments on the 65% submittal.
2. Revisions to plans and calculations as dictated by review of the 65% submittal.
3. Geotechnical Reports.
4. Project Specifications and/or Special Provisions, including Railroad coordination requirements.
5. Drainage Report.
6. Shoofly Design plans and alignment data.



7. Construction Phasing Plans. Must show all required phasing, horizontal and vertical alignment, typical cross section (temporary and permanent), phasing of railroad grade crossing and highway, rail operations, construction procedures, temporary shoring layout, controlling dimensions and elevations.

#### **TASK 4.3. SPECIFICATIONS AND SPECIAL PROVISIONS**

CONSULTANT shall incorporate agreed upon comments into the Special Provisions and prepare Special Provisions which are specific to the Project for use with Caltrain's latest Standard Specifications. SSP's shall be submitted in MS Word format.

CONSULTANT shall ensure that construction work items for the Project have a method of payment stated in the Specifications and are accounted for in the Construction Cost Estimate.

#### **TASK 4.4. UPDATE DESIGN REPORTS**

CONSULTANT shall update and submit design reports as necessary. The updates shall incorporate the agreed upon comments from the County, City, Caltrain and other agencies.

#### **TASK 4.5. QUANTITIES AND COST ESTIMATE**

CONSULTANT shall update the Construction Quantities and Estimate submitted. CONSULTANT shall submit quantity calculations showing all sketches, diagrams and dimensions necessary for their use by field inspectors.

#### **TASK 4.6. CONSTRUCTION SCHEDULE**

CONSULTANT shall update the Construction Schedule submitted and shall notify Caltrain and the City of any difference between the update and the previous version.

CONSULTANT shall coordinate highway, track, signals, traction power, passenger operations and structure construction schedule information to prepare the Project Construction Schedule.

#### **TASK 4.7. DRAFT PS&E**

CONSULTANT shall update the Draft PS&E and complete the documents for final review. CONSULTANT shall also prepare the following:

- Quality Control Certification of First Submittal to Caltrain

#### **TASK 4.8. QC REVIEW**

CONSULTANT shall perform an in-house Final 95% PS&E QC review and provide proof of QC review in terms of signatures by checkers and back-checkers

#### **TASK 4.9. INDEPENDENT DESIGN CHECK – STRUCTURES**

An independent check of the retaining walls and bridge structures utilizing the unchecked details (65%), the design criteria, the Foundation Reports and other pertinent reports and information shall be performed. The independent checker shall be a licensed Structural/Bridge engineer who has not been involved in the project. A separate set of structural design check calculations including quantity calculations shall be prepared in accordance with Caltrain bridge design practice. An independent set of checker's calculations to verify the design of all the plan details shall be developed. The checker shall be responsible for developing an independent set of quantity calculations.

Check calculations shall include analysis and computations that are necessary to independently check all aspects of the design shown on the unchecked details. Results from the check calculations shall be compared with the design. Discrepancies shall be resolved between the designer and checker and the resolutions documented in the calculations. The checker shall perform back check to concur that the comments have been adequately addressed. All comments and responses shall be documented in the project files.

#### **Task 4 Deliverables**

- Basis of Design
- Design Plan Sheets (hard copy and Auto CADD format)
- Specifications/Special Provisions
- Design Reports not previously approved
- Construction Quantities and Cost Estimate
- Construction Schedule
- Draft PS&E
- Final Geotechnical and Materials Report
- Final Foundation Report

- Independent Design Check Calculations (Structures)
- Independent Quantity Check Calculations (Structures)
- Independent Design and Quantity check comments and responses
- Response to 65% PS&E Comments (Excel matrix format)
- Electronic files of plan sheets submitted (Auto CAD format)
- Final Conduct of Construction Plan

#### **TASK 5. 100% DRAFT PS&E PHASE**

Task 5 incorporates comments from Task 4 and produces Final 100% PS&E documents ready for Caltrain Engineering Services review and advertisement. CONSULTANT shall review comments received from the reviewing agencies on the Task 4 submittals and attend comment resolution meetings (up to 2) with the City, Caltrain and other agencies to resolve issues. CONSULTANT shall incorporate agreed upon comments and provide Bid Documents for finalizing before advertisement.

The following services and submittals are required from CONSULTANT:

##### **TASK 5.1. PLANS, SPECIFICATIONS AND ESTIMATES**

CONSULTANT shall update the Plans, Special Provisions and Estimates submitted for Task 4 and incorporate the agreed upon comments received from the City, Caltrain and its units, and other agencies.

CONSULTANT shall submit the revised Quantities and Cost Estimate to Caltrain.

CONSULTANT shall coordinate the plans, specifications and estimates with those of other design sub-consultants and ensure that highway design interfaces with structures design when all documents are combined to form a single Project PS&E package. It is understood that the project shall be Advertised, Awarded and Administered by Caltrain; therefore, approval by Caltrain for all nonstandard SSPs shall be required.

##### **TASK 5.2. UPDATE DESIGN REPORTS**

CONSULTANT shall update and submit the design reports as necessary. The updates shall incorporate the agreed upon comments

from the County, City, Caltrain and other agencies.

**TASK 5.3. PERMITS**

CONSULTANT shall prepare an encroachment permit application for construction for the City's signature. In addition, the CONSULTANT is responsible for coordinating with the permitting agencies, apply for permits and obtain necessary approvals.

**TASK 5.4. RESIDENT ENGINEER'S FILE**

CONSULTANT shall prepare and submit a Resident Engineer's (RE) file in accordance with Caltrain' requirements and include project relevant items identified in the Resident Engineer's file check-off list.

**TASK 5.5. PS&E FORMS AND APPROVALS**

CONSULTANT shall update the Draft PS&E Forms submitted and complete the documents for final review. CONSULTANT shall also prepare the following PS&E Forms and obtain approvals:

- TMP Checklist
- Certification of Utility Facilities
- Risk Register Certification
- Survey File Delivery Form
- Storm Water Data Report Cover Sheet
- Maintaining Existing TMS Elements During Construction Form
- Pedestrian Facilities Compliance Form
- Damage Clause Recommendation for Late Lane Closure

**TASK 5.6. QC REVIEW**

CONSULTANT shall perform a Final 100% PS&E QC review.

**TASK 5 DELIVERABLES**

- Design Plan Sheets (AutoCAD and PDF format format)
- Special Provisions
- Construction Cost Estimates

- Encroachment Permit Application
- Resident Engineer's File
- Utility Certification Documents
- Lane Closure Charts
- Construction Schedule
- Design Reports not previously approved
- PS&E Forms/Approvals
- Response to 95% PS&E Comments
- Construction Management Report

#### **TASK 6. FINAL PS&E PHASE**

Task 6 consists of incorporating comments received from Caltrain Engineering Services and the City's final review on the Task 5 submittals and updating the Resident Engineer's file.

CONSULTANT shall coordinate with subconsultants and update the Project documents.

#### **TASK 6.1. BID DOCUMENTS**

CONSULTANT shall incorporate the comments received from the City, County and Caltrain Final Review submittal. CONSULTANT shall ensure all applicable standards (current edition), documents, Caltrain timetables, SSWP requirements that need to be included as exhibits to the bid documents are included in the bid documents.

#### **TASK 6.1.1. STAKEHOLDERS REVIEW**

CONSULTANT shall incorporate responses to comments and changes.

#### **TASK 6.2. RESIDENT ENGINEER'S FILE**

CONSULTANT shall update the Resident Engineer's File, to add items required for railroad infrastructure and roadway work and shall update structure design information, as required.

#### **TASK 6.3. SURVEY FILE**

CONSULTANT shall prepare a survey file and submit it to Caltrain and the City. The Survey File submittal shall conform to Caltrain Guidelines and include:

- Control traverses and bench circuits used to design the project
- Alignment traverses of all Control lines
- Other structures (i.e. retaining wall) traverses with coordinates on layout lines
- Grid grades with data for:
  - Slope stakes
  - Finish Grade stakes
  - Contour grading stakes
- Design Cross Sections
- Drainage notes including:
  - Coordinates of intersection of center of drainage structure and curb flowline.
  - Drainage structure system number, item letter, station and offset.

#### **TASK 6 DELIVERABLES**

- Bid Documents (AutoCAD format for drawings, PDF format for all documents)
- Track profiles and final horizontal and vertical alignment.
- Resident Engineer's File Updates
- Survey File
- Final PS&E Forms/Checklists
- Response to 100% PS&E Comments

#### **TASK 7. RIGHT OF WAY SUPPORT**

CONSULTANT shall provide Right of Way engineering support for the Project. Caltrain defines Right of Way as including utilities, roadway Right of Way, and railroad. CONSULTANT shall provide the following

Right of Way support tasks.

#### **TASK 7.1. UTILITY COORDINATION AND ENCROACHMENT PERMIT VARIANCE REQUEST**

CONSULTANT shall be responsible for interfacing utility design coordination with Caltrain's Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator, County, and the City. This shall include the following activities:

- Communicate with Caltrain' Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator to identify utility issues (relocation, notices, etc.).
- Communicate with Caltrain Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator for ROW certification.
- Provide timely written reports to the City on communications between CONSULTANT and Caltrain staff.

The Encroachment Policy Variance Request (EPVR) shall be updated and resubmitted, for final approval.

#### **TASK 7.2. RIGHT OF WAY NEEDS**

In collaboration with the CMGC Contractor, the CONSULTANT shall determine the right-of-way needs for the Project, including easements, temporary construction easements, full and partial acquisition information and other right-of-way information necessary to accomplish the Project. CONSULTANT shall perform the following Right-of-Way work activities:

- Attend Technical Meetings (up to two) to discuss right-of-way related issues.
- Communicate to Caltrain and the City in a timely manner any change in design which may have an impact on the right-of-way and acquisition process.
- Communicate with Caltrain and the City to ensure inclusion of the proper dates into the certification for acquisitions, condemnations, clearances and other right-of-way related issues that may have an impact on the design schedule.
- Prepare Appraisal Maps for Caltrain review and approval to reflect the necessary right-of-way requirements.



- Prepare plats and legal descriptions of each acquisition, including fee takes, temporary construction easements, and permanent easements. Plats and legal descriptions shall be prepared and stamped by a qualified licensed land surveyor.
- Review draft right-of-way certification to verify that parcels which are required for the construction of the Project are included in the certification.
- Prepare final certification when the plans are complete and outstanding utility issues (notices, clearances, etc.) are complete.

### **TASK 7.3. BOUNDARY SURVEYS AND LAND NET**

Research shall be performed at local public agencies, including Caltrain, County and the City offices, to gather available public record maps related to the right of way of the highway and parcels affected by the project. Preliminary Title Reports which are required for affected parcels (assumed to be 17 parcels) shall be obtained by prior to the start of boundary resolution activities. Record boundary information shall be mathematized and compiled into a Land Net of the project area. Field surveys shall be performed to recover and measure record boundary Monumentation. The backbone of this Land Net shall be based on measurements to the existing Caltrain record boundary Monumentation. Placement of this mathematized boundary information on the project datum shall be determined by an analyzation of the measured locations of the record boundary Monumentation. The Land Net shall include resolved boundary for all parcels impacted by this project, the assessor's parcel number and ownership information, record easement information, and other pertinent information. This data shall be compiled in a right of way data sheet in Microsoft Excel. The Land Net CADD drawing shall be incorporated into the aerial mapping.

### **TASK 7.4. FIELD LOCATE RIGHT OF WAY**

CONSULTANT shall field locate the future right of way lines with temporary markings, to be used for appraisals, acquisition, utility relocation and estimating.

### **TASK 7.5. APPRAISAL MAPPING SHEETS**

CONSULTANT shall prepare Right of Way appraisal maps for Caltrain review and approval and shall develop them to Caltrain Standards for Right of Way certification. The appraisal maps shall be developed for the potentially affected parcels. Right of Way Appraisal Mapping shall

be prepared at a scale of 1' = 50' per Plans Preparation Manual, Right of Way Appraisal Mapping Standards. Up to 17 parcels are assumed to require mapping.

**TASK 7.6. PLATS AND LEGAL DESCRIPTIONS**

Based on the 35% design, it is estimated that Plat Maps and Legal Descriptions shall be prepared for a total of 17 parcels. If additional plat maps and legal descriptions are required, CONSULTANT shall perform the work on a time and materials basis, if necessary.

**TASK 7.7. RIGHT-OF-WAY CERTIFICATION**

CONSULTANT shall prepare draft and final Right-of-Way Certification documents, in accordance with forms and guidelines of Caltrain. CONSULTANT shall verify that all of the real property rights required for the project are included in this document.

**TASK 7.8. UTILITY CERTIFICATION**

CONSULTANT shall provide Utility Certification that conforms to the forms and guidelines of Caltrain

**TASK 7.9. RIGHT OF ENTRY**

CONSULTANT shall assist Caltrain in obtaining a Right of Entry from the City and the County, and private property owners for field survey work and geotechnical investigations.

**TASK 7 DELIVERABLES**

- Encroachment Permit Variance Request
- Land Net in CAD
- Right of Way Appraisal Map Sheet in CADD
- Stamped and Signed Appraisal Maps
- Stamped and Signed Plats and Legal Descriptions
- Right of Way Certification Documents
- Utility Certification Documents
- Right of Entry Exhibits

**TASK 8. CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC**

## **CONTRACTOR TCP NEGOTIATIONS AND COORDINATION**

Task 8 consists of providing support throughout the duration of the CMGC Contractor TCP price proposal and negotiations. Caltrain intends to initiate TCP negotiations with the CMGC Contractor using the CONSULTANT's updated 95% PS&E. Upon updating the 95% PS&E to incorporate Caltrain's review comments, Caltrain will provide the updated 95% PS&E to the CMGC Contractor to prepare their TCP proposal. Under a separate agreement, Caltrain will prepare an independent cost estimate using the 95% PS&E and use the CONSULTANT's Engineer's Estimate and the independent cost estimate to review and negotiate the CMGC Contractor's TCP. The CONSULTANT shall participate with Caltrain and the CMGC Contractor during these estimate reviews and provide support with the CMGC Contractor TCP negotiations.

Items expected to be performed as part of this task may include the following:

- Attending meetings.
- Perform review of TCP
- Provide TCP analysis and recommendations

## **TASK 9. DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES**

1. Coordinate in flagging and temporary marking of Right of Way for appraisal, acquisition and utility relocation. Survey and stake right of way for permanent monuments.
2. Environmental Sampling and Testing for Full Takes – Under directions of Caltrain, the CONSULTANT may Perform Phase I and Phase II sampling and testing, as required. Coordinate with Caltrain right of way staff and appraisers about any environmental, hazardous and hazmat impacts to appraisal property valuations.
3. Coordination for demolition of Structures – CONSULTANT may be required to coordinate with Caltrain right of way staff for removal and demolition of existing structures that may impact the project. This shall include support for boarding up structures, asbestos abatement, notification to utilities of all structures removal, and obtaining all permits required to remove structure.
4. Utilities Coordination - The project plans at 65% phase, shall clearly identify all existing utilities, recorded and unrecorded, and identify

impact to project. Utility Impact Matrix and Existing Utilities Plan from 35% phase design will be provided to CONSULTANT by Caltrain.

5. The utility impact matrix and plans can be used as baseline document and shall be further detailed, and all relevant impacts shall be clearly identified in 65% phase design. The CONSULTANT shall provide a dedicated Utility Manager that shall require coordination with Caltrain's Right of Way Staff, Utilities Manager and Project Manager along with utility companies and other stakeholders. During 65% phase design, coordinate with agencies and utility owners to determine prior rights and agreements.
6. The dedicated Caltrain Utility Manager shall coordinate and provide design information and data relocation, protection, abandoning or any other modification to utilities
7. Upon coordination and approval from the Project Manager, perform pothole for determining exact location of utilities and provide pothole data. Coordinate with Caltrain's Project Manager and Right of Way Team to prepare agreements and permits required for Right of Way Phase /Utilities Relocation Work.

Based on the construction markups provided by the CMGC Contractor, the CONSULTANT shall prepare as built plans incorporating the as built details as constructed.

#### **TASK 10. DESIGN SUPPORT DURING CONSTRUCTION (DSDC)**

Task 9 consists of providing design support throughout the duration of construction on a time and materials basis whether the construction is delivered by the CMGC Contractor or a contractor selected following competitive bids. Items expected to be performed as part of this task may include the following:

- Attending pre-construction and construction meetings.
- Perform site visits and construction observations.
- Responding to Requests for Information (RFIs) from the Contractor
- Reviewing Material Submittals
- Prepare Contract Change Orders (CCO)
- Prepare as-builts drawings.
- Prepare Traffic Signal Timing Plans.

Further, CONSULTANT shall coordinate with the County for issues related to Adaptive System equipment, design and timing parameters for traffic signals. CONSULTANT shall use existing traffic volumes to develop the Adaptive timings for the signal timing plans – one in the AM peak hour, one for the mid-day and one in the PM peak hour. These timing plans shall include the two traffic signals at Rengstorff Avenue/Central Expressway, and Stanford Avenue/Rengstorff Avenue. Implementation of the timing plans shall be performed by County/City technicians or contractors.

The DSDC task shall include but is not limited to, reviewing shop drawings and responding to Request for Information (RFIs) regarding the design, evaluating CCOs if requested, submittal reviews as required, construction observation as requested, and attending construction meetings when requested. The CONSULTANT shall provide DSDC on a level-of- effort basis for assisting Caltrain in responding to inquiries and changes that arise during the construction phase. The CONSULTANT shall, following Caltrain's review and approval, appoint appropriately qualified and experienced personnel to support Caltrain's efforts, to ensure that the CMGC Contractor's work conforms to the drawings and specifications, and where directed, assist Caltrain in the day-to-day supervision of construction. This shall include, but is not limited to, responding to special permitting requests, submittal reviews, providing design support for change orders, and assisting with answering requests for information. The CONSULTANT shall have no authority to approve any construction means or methods of work of the CMGC Contractor. All work shall be performed under the supervision of Caltrain's staff. The CONSULTANT shall also be called upon to assist the CM/GC Contractor or Caltrain's Project Manager in the interpretation of the construction documents. After Caltrain's authorization of work on Task 8, Design Support during Construction, Caltrain will provide the CONSULTANT a document with additional details for Task 8.

The CONSULTANT's tasks and deliverables during the construction period shall include:

- A. Attendance at Pre-Construction Conferences(s) as requested
- B. Construction Submittal Reviews and Responses - During construction the CONSULTANT shall update the status of the list of all required submittals on a weekly basis and inform Caltrain of any submittals that are needed to avoid delays in the construction.
- C. Value Engineering Proposals
- D. Construction RFI Reviews and Responses

- E. Construction Trade Permit Approval Support
- F. Construction On-Site Observation and Documentation
- G. 100% Construction Safety Certification (Primarily completed by Caltrain staff with some limited Design Team Support for specialized items.)
- H. Construction Permit Approvals and Occupancy
- I. Construction O&M Manual
- J. Coordination with Caltrain to ensure the CMGC Contractor properly, completely, and accurately incorporates actual construction phase work into the 95% plans for As Built record drawings to be prepared by the CONSULTANT
- K. As Built Reviews/Approvals for Turnover

**TASK 11. PREPARE AS-BUILT PLANS**

Based on the construction markups provided by the CMGC Contractor, the CONSULTANT shall prepare as built plans incorporating the as built details as constructed.

**TASK 12. ALLOWANCE FOR VALUE ENGINEERING**

This is a fixed allowance if the AGENCY desires to perform Value Engineering or other tasks that are important to the Project, the CONSULTANT shall coordinate with CMGC Contractor and the AGENCY to accomplish those tasks. CONSULTANT does not have to price this task in their Cost Proposal.

**LIST OF SUBMITTALS**

<b>TASK 1 - Project Management</b>		
<b><u>ITEM</u></b>	<b><u>Schedule</u></b>	<b><u>No. of Copies</u></b>
CPM design schedule	NTP+30 Days	1
Correspondence & Memos		1
Encroachment Permit Application	NTP+30 Days	1
Agendas ad Meeting Packages	One week before meetings	
Meeting Minutes	Draft 2 Days after meeting	email distribution
Invoice Packages, including Progress Reports	Within 30 days after the work month	1
Quality Management Plan & Project Specific Project Management Plan	NTP+60 Days	1
Risk Management Plan	Quarterly after NTP	1
Health and Safety Plan	NTP+60 Days	1



**TASK 2 – PS&E Support**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Updated Master Geometric Electronic Files	NTP+60 Days	Electronic
Geotechnical Sample/Testing/Boring Work Plan	NTP+60 Days	1
Draft Utility Agreements	NTP+90 Days	Electronic
Draft Design Reports (each)	NTP+90 Days	5

**TASK 3 – 65% PS&E Phase**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Draft Design Calculations		
Design Variance List (if required)		5
Type Selection Report		10
Right of Way Requirements Exhibits		Electronic
Design Plan Sheets (65%)	Draft: NTP +8 months	10 sets of half-size
Edits and Modifications to the Special Provisions and NSSP's (65%)	Draft: NTP +8 months	10

Final Design Reports	Draft: NTP +8 months	1
Construction Cost Estimate	NTP+8 months	10
Construction Schedule	NTP+8 months	10
Draft PS&E Forms/Checklist	NTP+8 months	1
Constructability Review Meeting Notes		email distribution
Public Meeting Exhibits		Up to 4
Final Electronic Files of Plan Sheets Submitted	NTP+10 months	Electronic/Auto CADD

**TASK 4 – 95% PS&E Phase**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Design Criteria		5
Design Plan Sheets	Draft: NTP+16 Months	10 sets of half-size and 1 CD of CADD Files
Special Provisions	Draft: NTP+16 Months	10
All Design Reports	Draft: NTP+16 Months	5
Permit Application and Permit	Draft: NTP+16 Months	2

Construction Cost Estimates	Draft: NTP+16 Months	10
Construction Schedule	Draft: NTP+16 Months	10
Draft PS&E Forms/Checklist	Draft: NTP+16 Months	5
Design Calculations	Draft: NTP+16 Months	2
Quantity Calculations	Draft: NTP+16 Months	2
Final Geotechnical and Materials Report	Draft: NTP+16 Months	5
Final Foundation Report	Draft: NTP+16 months	5
Design & Independent Check Calculations (Structures)	Draft: NTP+16 Months	2
Quantity & Independent Check Calculations (Structures)	Draft: NTP+16 Months	2
Response to 65% PS&E Comments/Final 65%	NTP+18 months	10
Electronic Files of Plan Sheets Submitted	NTP+18 months	Electronic

**TASK 5 - 100% PS&E Phase**

<b><u>ITEM</u></b>	<b><u>Schedule</u></b>	<b><u>No. of Copies</u></b>
Design Plan Sheets	NTP+20 months	10 sets of half-size and 1 CD of CADD files

Special Provisions	NTP+20 months	10 sets and 1 CD of electronic files
Construction Cost Estimates	NTP+20 months	10 sets and 1 CD of electronic files
Encroachment Permit Application for Construction	NTP+20 months	7
Resident Engineers File	NTP+20 months	2
Utility Certification Documents	NTP+20 months	5
Lane Closure Charts	NTP+20 months	5
Construction Schedule	NTP+20 months	5
Design Reports	NTP+20 months	5
PS&E Checklist/Forms/Approvals	NTP+20 months	5
Response to 95% PS&E Comments	NTP+20 months	10

**TASK 6 - Final PS&E Phase**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Bid Documents	NTP+22 months	10
Resident Engineer's File Updates	NTP+22 months	2

Survey File	NTP+22 months	2
Final PS&E Forms/checklist	NTP+22 months	2
CAD Electronic submittal		Electronic
Response to 100% PS&E Comments	NTP+22 months	10

**TASK 7 – Right of Way Support**

<u>ITEM</u>	<u>Schedule</u>	<u>No. of Copies</u>
Encroachment Permit Variance Request	NTP + 60 days	5
Land Net in CADD	NTP+8 months	Electronic
Right of Way Appraisal Maps in CADD	NTP+8 months	Electronic
Stamped and Signed Appraisal Maps	NTP + 10 months	5
Stamped and Signed Plats and Legal Descriptions	NTP+10 months	5
Right of Way Certification Documents	NTP+10 months	5
Utility Certification Documents	NTP+10 months	5
Right of Entry Exhibits	NTP+10 months	5

**EXHIBIT C: CONSULTANT'S PROPOSAL, INCLUDING  
NEGOTIATED COST/LABOR RATES**

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	TASK/PROJECT DESCRIPTION	DIRECT COST	INDIRECT COST	MAXIMUM FIXED FEE (PROFIT)	OTHER DIRECT COST	EXTENDED COST
<b>REQUIRED SERVICES</b>						
1	TASK 1: PROJECT MANAGEMENT AND COORDINATION (REQUIRED)	\$ 472,007.10	\$ 599,949.80	\$ 124,510.49	\$ -	\$ 1,196,467.39
2	TASK 2: PS&E SUPPORT (REQUIRED)	\$ 539,452.34	\$ 692,909.64	\$ 142,664.26	\$ 355,000.00	\$ 1,730,026.25
3	TASK 3: 65% PS&E PHASE (REQUIRED)	\$ 1,362,742.45	\$ 1,744,025.49	\$ 353,852.47	\$ -	\$ 3,460,620.40
4	TASK 4: 95% PS&E PHASE (REQUIRED)	\$ 1,063,417.76	\$ 1,340,307.17	\$ 279,316.83	\$ -	\$ 2,683,041.77
5	TASK 5: 100% DRAFT PS&E PHASE (REQUIRED)	\$ 492,087.04	\$ 618,067.60	\$ 129,682.86	\$ -	\$ 1,239,837.50
6	TASK 6: FINAL PS&E PHASE (REQUIRED)	\$ 193,421.83	\$ 246,902.50	\$ 49,988.47	\$ -	\$ 490,312.79
7	TASK 7: RIGHT OF WAY SUPPORT (REQUIRED)	\$ 84,325.82	\$ 128,933.14	\$ 23,246.81	\$ 7,000.00	\$ 243,505.77
<b>TOTAL OF REQUIRED SERVICES</b>		<b>\$ 4,207,454.36</b>	<b>\$ 5,371,095.34</b>	<b>\$ 1,103,262.19</b>	<b>\$ 362,000.00</b>	<b>\$ 11,043,811.88</b>
<b>OPTIONAL SERVICES</b>						
8	TASK 8: CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC CONTRACTOR TCP NEGOTIATIONS AND COORDINATION (OPTIONAL)	\$ 43,242.27	\$ 58,954.11	\$ 10,449.58	\$ -	\$ 112,645.96
9	TASK 9: DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES (OPTIONAL)	\$ 78,970.28	\$ 97,528.30	\$ 21,179.83	\$ -	\$ 197,678.41
10	TASK 10: DESIGN SUPPORT DURING CONSTRUCTION (OPTIONAL)	\$ 136,209.82	\$ 171,816.29	\$ 35,357.69	\$ 9,000.00	\$ 352,383.79
11	TASK 11: PREPARE AS-BUILT PLANS (OPTIONAL)	\$ 35,424.86	\$ 45,746.18	\$ 8,351.06	\$ -	\$ 89,522.10
12	TASK 12: VALUE ENGINEERING					\$ 700,000.00
<b>TOTAL OF OPTIONAL SERVICES</b>		<b>\$ 293,847.23</b>	<b>\$ 374,044.88</b>	<b>\$ 75,338.16</b>	<b>\$ 9,000.00</b>	<b>\$ 1,452,230.26</b>
<b>TOTAL PROPOSAL COST (REQUIRED SERVICES + OPTIONAL SERVICES)</b>						<b>\$ 12,496,042.14</b>



**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS											ESCALATED DIRECT COST			INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 1.1	SUB TASK 1.2	SUB TASK 1.3	SUB TASK 1.4	SUB TASK 1.5	SUB TASK 1.6	SUB TASK 1.7	SUB TASK 1.8	SUB TASK 1.9	SUB TASK 1.10	SUB TASK 1.11	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>		
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G											
<b>TASK 1: PROJECT MANAGEMENT AND COORDINATION (REQUIRED)</b>																												
1	AECOM	X		Project Controls	Lisa Messieh	X			340.00						318.28					658.28	\$ 43.94	\$ 28,926.07	123.50%	\$ 35,723.69	12.00%	\$ 7,757.97	\$ 109.99	\$ 72,407.73
2	AECOM	X		Project Manager	Matt Korve	X			400.00	32.00	100.00	400.00	400.00	100.00	48.00	100.00	24.00	48.00	24.00	1,676.00	\$ 93.60	\$ 156,878.63	123.50%	\$ 193,745.11	12.00%	\$ 42,074.85	\$ 234.31	\$ 392,698.58
3	AECOM	X		Engineer - Lead	Peter DeStefano	X			24.00	12.00	100.00	376.00	376.00		24.00	50.00		24.00		986.00	\$ 114.69	\$ 113,081.63	123.50%	\$ 139,655.81	12.00%	\$ 30,328.49	\$ 287.09	\$ 283,065.93
4	AECOM	X		CMGC Coordinator/Advisor	Ryan Weaver	X								40.00						40.00	\$ 112.21	\$ 4,488.27	123.50%	\$ 5,543.01	12.00%	\$ 1,203.75	\$ 280.88	\$ 11,235.04
5	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X						376.00	380.00	200.00		100.00				1,056.00	\$ 87.97	\$ 92,891.57	123.50%	\$ 114,721.09	12.00%	\$ 24,913.52	\$ 220.20	\$ 232,526.17
6	AECOM	X		QA/QC Manager	Scott Kelsey	X											10.00			10.00	\$ 121.69	\$ 1,216.88	123.50%	\$ 1,502.85	12.00%	\$ 326.37	\$ 304.61	\$ 3,046.09
7	AECOM	X		Technical Advisor	Alan Glen	X							80.00	24.00		24.00		8.00		136.00	\$ 151.73	\$ 20,635.38	123.50%	\$ 25,484.70	12.00%	\$ 5,534.41	\$ 379.81	\$ 51,654.49
8	AECOM	X		Technical Advisor	Millette Litzinger	X						24.00			24.00		16.00			64.00	\$ 125.19	\$ 8,012.38	123.50%	\$ 9,895.29	12.00%	\$ 2,148.92	\$ 313.38	\$ 20,056.60
9	AECOM	X		Principal-in-Charge	Mark Aikawa	X			8.00									4.00		12.00	\$ 162.47	\$ 1,949.67	123.50%	\$ 2,407.85	12.00%	\$ 522.90	\$ 406.70	\$ 4,880.42
10	AECOM	X		Project Controls Manager	Rick Moreland	X			220.00											220.00	\$ 94.48	\$ 20,786.59	123.50%	\$ 25,671.44	12.00%	\$ 5,574.96	\$ 236.51	\$ 52,032.99
11	Merrill Morris Partners		X	Engineer - Landscape Architect Lead	Cathy Merrill	X						2.00								2.00	\$ 82.00	\$ 164.00	203.90%	\$ 334.40	6.00%	\$ 29.90	\$ 264.15	\$ 528.30
12	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X						26.00	100.00		32.00					158.00	\$ 55.86	\$ 8,826.28	203.90%	\$ 17,996.77	6.00%	\$ 1,609.38	\$ 179.95	\$ 28,432.43
13	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	Valerie Conant	X						26.00	0.00							26.00	\$ 55.86	\$ 1,452.43	203.90%	\$ 2,961.49	6.00%	\$ 264.84	\$ 179.95	\$ 4,678.75
14	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X						100.00								100.00	\$ 49.27	\$ 4,927.18	203.90%	\$ 10,046.51	6.00%	\$ 898.42	\$ 158.72	\$ 15,872.11
15	Fehr & Peers		X	Principal-in-Charge	Steve Davis	x							4.00							4.00	\$ 89.69	\$ 358.75	183.52%	\$ 658.38	6.00%	\$ 61.03	\$ 269.54	\$ 1,078.16
16	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	x				24.00			48.00							72.00	\$ 84.76	\$ 6,102.69	183.52%	\$ 11,199.65	6.00%	\$ 1,038.14	\$ 254.73	\$ 18,340.48
17	Fehr & Peers		X	Project Coordinator	Valerie Contreras	x				24.00			8.00							32.00	\$ 40.90	\$ 1,308.72	183.52%	\$ 2,401.76	6.00%	\$ 222.63	\$ 122.91	\$ 3,933.11
<b>TOTAL OF TASK 1: PROJECT MANAGEMENT AND COORDINATION (REQUIRED)</b>									<b>992.00</b>	<b>92.00</b>	<b>200.00</b>	<b>1,206.00</b>	<b>1,520.00</b>	<b>364.00</b>	<b>422.28</b>	<b>298.00</b>	<b>34.00</b>	<b>100.00</b>	<b>24.00</b>	<b>5,252.28</b>	<b>\$ 472,007.10</b>	<b>\$ 599,949.80</b>	<b>\$ 124,510.49</b>	<b>\$ 227.80</b>	<b>\$ 1,196,467.39</b>			

**Instructions/Notes:**

- Denote with an "X" whether the company is Prime Consultant or Subconsultant, and whether staff is exempt, non-exempt, or subject to prevailing wage.
- List by classification group. To add new job classification not in the list, type it starting with #41 or go to "JOB CLASSIFICATION" sheet add new classification.
- DIRECT LABOR COST:** is defined as:
- INDIRECT COST MULTIPLIER:** Includes 1) Payroll Burden, 2) Employee Benefits, and 3) Overhead Costs  
**Payroll Burden:** is defined as:  
 The cost of all a) employment taxes, b) CONSULTANT's, and subconsultant's, portion of social and retirement charges and c) contributions imposed by law, or labor Contract contributions (if applicable), or regulations, with respect to or measured by CONSULTANT's, and subconsultant's, payroll, including but not limited to, the CONSULTANT's, and subconsultant', cost of owner-required insurance (Ref. RFP Sample Agreement Item 5.4.2).  
**Employee Benefits:** are defined as:  
 The cost of all Contractual and voluntary employee benefits, including but not limited to, holidays, vacations, sick leave, jury duty leave, group medical, life insurance, salary continuance insurance, bonus schemes (including Directors drawings of dividends), employee stock ownership plan, savings plan, retirement plan, relocation benefits and all other employee benefit plans (Ref. RFP Sample Agreement Item 5.4.3).  
**Overhead Costs:** are defined as:  
 Those administrative, clerical, word processing, accounting and other support staff utilized in performing services under this Agreement, which are not explicitly included in the Proposal or who have been approved by the AGENCY. It must be substantiated by the most recent (within 12 months) audited reports available, which clearly show the calculations. All such reports shall comply with FAR reporting requirements (Ref. RFP Sample Agreement Item 5.4.4).  
 5 Fee = maximum Fee/Profit as a percentage of Direct Labor Costs (Ref. RFP Sample Agreement Item 5.5). The fees listed on the form are maximum fees and Proposers may offer lower fee rates. A fee proposed by subconsultant must not exceed that of the Proposer (Ref. RFP Section 3 Proposal Content Item K.3 Cost Proposal).  
 6 Hourly Billing Rate. Also known as Fully-Burdened Hourly Rate. See Equation in row #3





**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS									ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST			
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 3.1	SUB TASK 3.2	SUB TASK 3.3	SUB TASK 3.4	SUB TASK 3.5	SUB TASK 3.6	SUB TASK 3.7	SUB TASK 3.8	SUB TASK 3.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G	
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)												
<b>TASK 3: 65% PS&amp;E PHASE (REQUIRED)</b>																											
47	AECOM	X		Estimator Lead	John O'Reilly	X				30.00							30.00	\$ 116.80	\$ 3,503.96	123.50%	\$ 4,327.39	12.00%	\$ 939.76	\$ 292.37	\$ 8,771.12		
48	AECOM	X		Engineer - Specifications	Maria Sedghi	X			100.00								24.00	124.00	\$ 127.17	\$ 15,769.30	123.50%	\$ 19,475.08	12.00%	\$ 4,229.33	\$ 318.34	\$ 39,473.70	
49	AECOM	X		Engineer - Specifications	David Harnagel	X			100.00								100.00	\$ 82.75	\$ 8,274.83	123.50%	\$ 10,219.41	12.00%	\$ 2,219.31	\$ 207.14	\$ 20,713.54		
50	AECOM	X		CAD Specialist - Lead	Jeff Coleman	X											-	\$ 103.86	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 259.99	\$ -		
51	AECOM	X		CAD Specialist - 3D Visualization	Andrew Jones	X											-	\$ 64.67	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 161.88	\$ -		
52	AECOM	X		Constructability Reviews	John Lostra	X									40.00		40.00	\$ 89.34	\$ 3,573.56	123.50%	\$ 4,413.35	12.00%	\$ 958.43	\$ 223.63	\$ 8,945.34		
53	AECOM	X		Technical Advisor	Alan Glen	X				0.00	0.00			0.00	0.00		-	\$ 151.73	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 379.81	\$ -		
54	AECOM	X		Scheduler Lead	Mande Schulz	X					60.00						60.00	\$ 98.48	\$ 5,908.92	123.50%	\$ 7,297.52	12.00%	\$ 1,584.77	\$ 246.52	\$ 14,791.21		
55	AECOM	X		Geologist Sr	Agatha Kim	X							24.00				24.00	\$ 74.91	\$ 1,797.77	123.50%	\$ 2,220.24	12.00%	\$ 482.16	\$ 187.51	\$ 4,500.17		
56	AECOM	X		Geologist	Alberto Rodriguez-Santiago	X							40.00				40.00	\$ 49.27	\$ 1,970.87	123.50%	\$ 2,434.02	12.00%	\$ 528.59	\$ 123.34	\$ 4,933.48		
57	AECOM	X		Certified Value Specialist	Tammy Dow	X							60.00				60.00	\$ 71.76	\$ 4,305.52	123.50%	\$ 5,317.31	12.00%	\$ 1,154.74	\$ 179.63	\$ 10,777.57		
60	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X		68.00	24.00				12.00				104.00	\$ 55.86	\$ 5,809.70	203.90%	\$ 11,845.98	6.00%	\$ 1,059.34	\$ 179.95	\$ 18,715.02		
61	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	Valerie Conant	X		24.00					24.00				48.00	\$ 55.86	\$ 2,681.40	203.90%	\$ 5,467.37	6.00%	\$ 488.93	\$ 179.95	\$ 8,637.70		
62	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X		72.00									72.00	\$ 49.27	\$ 3,547.57	203.90%	\$ 7,233.49	6.00%	\$ 646.86	\$ 158.72	\$ 11,427.92		
63	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Mikaela Burnhart	X							24.00				24.00	\$ 39.46	\$ 947.10	203.90%	\$ 1,931.14	6.00%	\$ 172.69	\$ 127.12	\$ 3,050.93		
64	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X		140.00					60.00				200.00	\$ 34.49	\$ 6,898.25	203.90%	\$ 14,065.53	6.00%	\$ 1,257.83	\$ 111.11	\$ 22,221.61		
65	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Liz Giron	X		120.00					60.00				180.00	\$ 35.88	\$ 6,457.50	203.90%	\$ 13,166.84	6.00%	\$ 1,177.46	\$ 115.57	\$ 20,801.80		
66	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X		12.00	4.00								16.00	\$ 117.88	\$ 1,886.00	103.94%	\$ 1,960.31	10.00%	\$ 384.63	\$ 264.43	\$ 4,230.94		
67	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X		88.00	16.00	4.00							108.00	\$ 98.40	\$ 10,627.20	103.94%	\$ 11,045.91	10.00%	\$ 2,167.31	\$ 220.74	\$ 23,840.42		
68	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X		24.00									24.00	\$ 105.58	\$ 2,533.80	103.94%	\$ 2,633.63	10.00%	\$ 516.74	\$ 236.84	\$ 5,684.17		
69	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X		40.00									40.00	\$ 61.50	\$ 2,460.00	103.94%	\$ 2,556.92	10.00%	\$ 501.69	\$ 137.97	\$ 5,518.62		
70	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	John Kincl	X				24.00							24.00	\$ 67.65	\$ 1,623.60	103.94%	\$ 1,687.57	10.00%	\$ 331.12	\$ 151.76	\$ 3,642.29		
71	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X		80.00									80.00	\$ 57.40	\$ 4,592.00	103.94%	\$ 4,772.92	10.00%	\$ 936.49	\$ 128.77	\$ 10,301.42		
72	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X		140.00									140.00	\$ 42.79	\$ 5,991.13	103.94%	\$ 6,227.18	10.00%	\$ 1,221.83	\$ 96.00	\$ 13,440.13		
73	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X		45.00	8.00	9.00			2.00				64.00	\$ 89.69	\$ 5,740.00	183.52%	\$ 10,534.05	6.00%	\$ 976.44	\$ 269.54	\$ 17,250.49		
74	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X		124.00	20.00	24.00			6.00				174.00	\$ 84.76	\$ 14,748.16	183.52%	\$ 27,065.83	6.00%	\$ 2,508.84	\$ 254.73	\$ 44,322.83		
75	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X		125.00	20.00	45.00			6.00				196.00	\$ 66.53	\$ 13,039.16	183.52%	\$ 23,929.47	6.00%	\$ 2,218.12	\$ 199.93	\$ 39,186.75		
76	Fehr & Peers		X	Engineer - Transportation Sr.	Mike Johnstone	X		125.00	20.00	45.00			8.00				198.00	\$ 65.54	\$ 12,977.08	183.52%	\$ 23,815.54	6.00%	\$ 2,207.56	\$ 196.97	\$ 39,000.17		
77	Fehr & Peers		X	Engineer - Transportation Jr.	Tiffany Nguyen	X		250.00	25.00	75.00			40.00				390.00	\$ 43.12	\$ 16,817.48	183.52%	\$ 30,863.44	6.00%	\$ 2,860.86	\$ 129.59	\$ 50,541.78		
78	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X		180.00									180.00	\$ 50.51	\$ 9,091.95	183.52%	\$ 16,685.55	6.00%	\$ 1,546.65	\$ 151.80	\$ 27,324.15		
79	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X		50.00	20.00	20.00							90.00	\$ 40.90	\$ 3,680.78	183.52%	\$ 6,754.96	6.00%	\$ 626.14	\$ 122.91	\$ 11,061.88		
<b>TOTAL OF TASK 3: 65% PS&amp;E PHASE (REQUIRED)</b>								<b>15,523.00</b>	<b>573.00</b>	<b>832.00</b>	<b>160.00</b>	<b>120.00</b>	<b>1,814.00</b>	<b>90.00</b>	<b>280.34</b>	<b>344.00</b>	<b>19,736.34</b>	<b>\$ 1,362,742.45</b>	<b>\$ 1,744,025.49</b>	<b>\$ 353,852.47</b>	<b>\$ 175.34</b>	<b>\$ 3,460,620.40</b>					

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION				STAFF INFORMATION				TASK/SUB-TASK HOURS									ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 4.1	SUB TASK 4.2	SUB TASK 4.3	SUB TASK 4.4	SUB TASK 4.5	SUB TASK 4.6	SUB TASK 4.7	SUB TASK 4.8	SUB TASK 4.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE			AMOUNT <sup>5</sup>	
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G										
<b>TASK 4: 95% PS&amp;E PHASE (REQUIRED)</b>																											
1	AECOM	X		Project Manager	Matt Korve	X			40.00	8.00	4.00	6.00	4.00	4.00	4.00		12.00	82.00	\$ 93.60	\$ 7,675.45	123.50%	\$ 9,479.18	12.00%	\$ 2,058.55	\$ 234.31	\$ 19,213.18	
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			120.00	8.00	4.00	6.00	4.00	4.00	4.00		12.00	162.00	\$ 114.69	\$ 18,579.33	123.50%	\$ 22,945.48	12.00%	\$ 4,982.98	\$ 287.09	\$ 46,507.79	
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			250.00	16.00	12.00	6.00	16.00	16.00	16.00		12.00	344.00	\$ 87.97	\$ 30,260.13	123.50%	\$ 37,371.26	12.00%	\$ 8,115.77	\$ 220.20	\$ 75,747.16	
4	AECOM	X		Project Engineer	Sean Jaime	X			360.00		20.00		24.00		24.00			428.00	\$ 69.97	\$ 29,945.66	123.50%	\$ 36,982.89	12.00%	\$ 8,031.43	\$ 175.14	\$ 74,959.98	
5	AECOM	X		Project Engineer	Cindy Jimenez	X			560.00									560.00	\$ 58.98	\$ 33,027.96	123.50%	\$ 40,789.53	12.00%	\$ 8,858.10	\$ 147.63	\$ 82,675.59	
6	AECOM	X		Project Engineer	Thom Guo	X			560.00		20.00		24.00	40.00	40.00			684.00	\$ 60.31	\$ 41,252.72	123.50%	\$ 50,947.11	12.00%	\$ 11,063.98	\$ 150.97	\$ 103,263.82	
7	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			800.00		24.00							824.00	\$ 41.99	\$ 34,603.26	123.50%	\$ 42,735.03	12.00%	\$ 9,280.59	\$ 105.12	\$ 86,618.89	
8	AECOM	X		Project Engineer Jr.	Josh Calvelo	X			800.00		24.00							824.00	\$ 40.42	\$ 33,302.58	123.50%	\$ 41,128.68	12.00%	\$ 8,931.75	\$ 101.17	\$ 83,363.01	
9	AECOM	X		Project Engineer Sr.	Joy Villafranca	X			100.00	8.00	8.00				24.00		32.00	172.00	\$ 116.54	\$ 20,045.31	123.50%	\$ 24,755.96	12.00%	\$ 5,376.15	\$ 291.73	\$ 50,177.42	
10	AECOM	X		Project Engineer	Karen Lo	X			320.00	4.00	16.00							340.00	\$ 74.15	\$ 25,210.49	123.50%	\$ 31,134.96	12.00%	\$ 6,761.45	\$ 185.61	\$ 63,106.90	
11	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			120.00	16.00	8.00	4.00			24.00		4.00	176.00	\$ 93.77	\$ 16,502.99	123.50%	\$ 20,381.20	12.00%	\$ 4,426.10	\$ 234.72	\$ 41,310.29	
12	AECOM	X		Project Engineer	Shawn Katebian	X			240.00	15.81	16.00				40.00			311.81	\$ 58.53	\$ 18,249.38	123.50%	\$ 22,537.99	12.00%	\$ 4,894.48	\$ 146.51	\$ 45,681.86	
13	AECOM	X		Engineer - Electrical Sr.	Spencer Lee	X			24.00									24.00	\$ 90.20	\$ 2,164.80	123.50%	\$ 2,673.53	12.00%	\$ 580.60	\$ 225.79	\$ 5,418.93	
14	AECOM	X		Engineer - Transportation	Scott Shea	X									100.00			100.00	\$ 65.16	\$ 6,515.93	123.50%	\$ 8,047.17	12.00%	\$ 1,747.57	\$ 163.11	\$ 16,310.66	
15	AECOM	X		Engineer - Transportation Sr.	Swathi Korpu	X									40.00			40.00	\$ 96.51	\$ 3,860.56	123.50%	\$ 4,767.79	12.00%	\$ 1,035.40	\$ 241.59	\$ 9,663.75	
16	AECOM	X		Engineer - Civil Lead	Praveen Yerra	X									32.00			32.00	\$ 98.56	\$ 3,154.05	123.50%	\$ 3,895.25	12.00%	\$ 845.92	\$ 246.73	\$ 7,895.21	
17	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X			200.00			4.00			20.00	2.00		226.00	\$ 150.37	\$ 33,983.06	123.50%	\$ 41,969.07	12.00%	\$ 9,114.26	\$ 376.40	\$ 85,066.38	
18	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			400.00	12.00	16.00	4.00			140.00	8.00	4.00	584.00	\$ 76.15	\$ 44,469.99	123.50%	\$ 54,920.44	12.00%	\$ 11,926.85	\$ 190.61	\$ 111,317.29	
19	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			360.00		16.00	4.00			40.00	8.00	4.00	432.00	\$ 88.85	\$ 38,381.90	123.50%	\$ 47,401.65	12.00%	\$ 10,294.03	\$ 222.40	\$ 96,077.58	
20	AECOM	X		Engineer - Structural Jr.	Ali Banaei Pour	X			210.00		30.00				100.00			340.00	\$ 49.28	\$ 16,755.88	123.50%	\$ 20,693.51	12.00%	\$ 4,493.93	\$ 123.36	\$ 41,943.32	
21	AECOM	X		CAD Specialist - Structural	Chien Tu	X			500.00									500.00	\$ 57.59	\$ 28,797.38	123.50%	\$ 35,564.76	12.00%	\$ 7,723.46	\$ 144.17	\$ 72,085.59	
22	AECOM	X		CAD Specialist - Lead	Chiman Lee	X			420.00									420.00	\$ 78.67	\$ 33,040.88	123.50%	\$ 40,805.48	12.00%	\$ 8,861.56	\$ 196.92	\$ 82,707.92	
23	AECOM	X		Engineer - Structural	Ahmed Akl	X										1,150.00		1,150.00	\$ 77.92	\$ 89,608.58	123.50%	\$ 110,666.59	12.00%	\$ 24,033.02	\$ 195.05	\$ 224,308.18	
24	AECOM	X		Engineer - Structural Sr.	Oscar Henriquez	X										1,100.00		1,100.00	\$ 116.13	\$ 127,745.75	123.50%	\$ 157,766.00	12.00%	\$ 34,261.41	\$ 290.70	\$ 319,773.16	
25	AECOM	X		Engineer - Civil Lead	Bryan Paine	X			16.00	4.00								20.00	\$ 115.23	\$ 2,304.61	123.50%	\$ 2,846.19	12.00%	\$ 618.10	\$ 288.44	\$ 5,768.90	
26	AECOM	X		Engineer - Civil	Gus Silva	X			80.00		6.00	4.00						90.00	\$ 76.59	\$ 6,892.92	123.50%	\$ 8,512.76	12.00%	\$ 1,848.68	\$ 191.72	\$ 17,254.36	
27	AECOM	X		Engineer - Structural Lead	Dale Wah	X			16.00	4.00								20.00	\$ 109.38	\$ 2,187.56	123.50%	\$ 2,701.63	12.00%	\$ 586.70	\$ 273.79	\$ 5,475.89	
28	AECOM	X		Engineer - Structural	Thang Nguyen	X			220.00		6.00							226.00	\$ 69.68	\$ 15,747.57	123.50%	\$ 19,448.25	12.00%	\$ 4,223.50	\$ 174.42	\$ 39,419.31	
29	AECOM	X		Engineer - Electrical Lead	Allen Randall	X			16.00	4.00								20.00	\$ 113.71	\$ 2,274.27	123.50%	\$ 2,808.72	12.00%	\$ 609.96	\$ 284.65	\$ 5,692.95	
30	AECOM	X		Engineer - Electrical	Cisco Ubario	X			100.00		6.00							106.00	\$ 67.35	\$ 7,139.39	123.50%	\$ 8,817.15	12.00%	\$ 1,914.78	\$ 168.60	\$ 17,871.32	
31	AECOM	X		Engineer - Geotechnical Lead	Paul Boddie	X									20.00			20.00	\$ 98.74	\$ 1,974.77	123.50%	\$ 2,438.83	12.00%	\$ 529.63	\$ 247.16	\$ 4,943.23	
32	AECOM	X		Engineer - Geotechnical	Erik Newman	X									180.00			180.00	\$ 91.44	\$ 16,459.25	123.50%	\$ 20,327.17	12.00%	\$ 4,414.37	\$ 228.89	\$ 41,200.78	
33	AECOM	X		Geologist	Sarah Benjaram	X									50.00			50.00	\$ 41.42	\$ 2,071.01	123.50%	\$ 2,557.70	12.00%	\$ 555.45	\$ 103.68	\$ 5,184.16	
34	AECOM	X		Engineer - Architect Lead	Bruce Farrell	X			5.00	4.00	4.00							13.00	\$ 108.58	\$ 1,411.52	123.50%	\$ 1,743.22	12.00%	\$ 378.57	\$ 271.79	\$ 3,533.31	
35	AECOM	X		Engineer - Architect Sr.	Frank Delgado	X			60.00	4.00	6.00							70.00	\$ 93.30	\$ 6,530.69	123.50%	\$ 8,065.40	12.00%	\$ 1,751.53	\$ 233.54	\$ 16,347.61	
36	AECOM	X		Track Lead	Alan Boone	X			24.00	4.00		4.00			2.00			34.00	\$ 102.49	\$ 3,484.65	123.50%	\$ 4,303.54	12.00%	\$ 934.58	\$ 256.55	\$ 8,722.78	
37	AECOM	X		Engineer - Transportation	Angela Shields	X			360.00						24.00			384.00	\$ 73.27	\$ 28,134.53	123.50%	\$ 34,746.14	12.00%	\$ 7,545.68	\$ 183.40	\$ 70,426.35	
38	AECOM	X		Engineer - Transportation	Elliot Wong	X			120.00						4.00			124.00	\$ 98.68	\$ 12,235.92	123.50%	\$ 15,111.36	12.00%	\$ 3,281.67	\$ 247.01	\$ 30,628.95	
39	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			40.00	16.00		12.00	8.00					76.00	\$ 83.07	\$ 6,313.02	123.50%	\$ 7,796.57	12.00%	\$ 1,693.15	\$ 207.93	\$ 15,802.74	
40	AECOM	X		OCS Lead	Catherine Clement	X			380.00	16.00								396.00	\$ 95.39	\$ 37,773.05	123.50%	\$ 46,649.72	12.00%	\$ 10,130.73	\$ 238.77	\$ 94,553.51	
41	AECOM	X		OCS Engineer	Chanel Mack	X			380.00		20.00							400.00	\$ 44.77	\$ 17,908.80	123.50%	\$ 22,117.37	12.00%	\$ 4,803.14	\$ 112.07	\$ 44,829.31	
42	AECOM	X		OCS Engineer Jr	Luis Ayala-Murillo	X			380.00		20.00							400.00	\$ 36.55	\$ 14,620.60	123.50%	\$ 18,056.44	12.00%	\$ 3,921.24	\$ 91.50	\$ 36,598.29	



**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS									ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 4.1	SUB TASK 4.2	SUB TASK 4.3	SUB TASK 4.4	SUB TASK 4.5	SUB TASK 4.6	SUB TASK 4.7	SUB TASK 4.8	SUB TASK 4.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT			RATE	AMOUNT <sup>5</sup>
																		A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G
<b>TASK 4: 95% PS&amp;E PHASE (REQUIRED)</b>																										
43	AECOM	X		Engineer - Utilities Lead	Sang Kim	X		40.00									16.00	56.00	\$ 110.38	\$ 6,181.41	123.50%	\$ 7,634.04	12.00%	\$ 1,657.85	\$ 276.31	\$ 15,473.30
44	AECOM	X		Engineer - Utilities	Dan Cronquist	X		200.00			4.00						80.00	284.00	\$ 77.93	\$ 22,132.33	123.50%	\$ 27,333.43	12.00%	\$ 5,935.89	\$ 195.08	\$ 55,401.66
45	AECOM	X		Engineer - Utilities	Josh Sun	X		200.00									80.00	280.00	\$ 66.60	\$ 18,649.26	123.50%	\$ 23,031.84	12.00%	\$ 5,001.73	\$ 166.72	\$ 46,682.83
46	AECOM	X		Estimator Lead	John O'Reilly	X				20.00							20.00	\$ 116.80	\$ 2,335.98	123.50%	\$ 2,884.93	12.00%	\$ 626.51	\$ 292.37	\$ 5,847.41	
47	AECOM	X		Engineer - Specifications	Maria Sedghi	X			80.00								16.00	96.00	\$ 127.17	\$ 12,208.49	123.50%	\$ 15,077.48	12.00%	\$ 3,274.32	\$ 318.34	\$ 30,560.29
48	AECOM	X		Engineer - Specifications	David Harnagel	X			80.00								80.00	\$ 82.75	\$ 6,619.86	123.50%	\$ 8,175.53	12.00%	\$ 1,775.45	\$ 207.14	\$ 16,570.83	
49	AECOM	X		Scheduler Lead	Mande Schulz	X					40.00						40.00	\$ 98.48	\$ 3,939.28	123.50%	\$ 4,865.01	12.00%	\$ 1,056.51	\$ 246.52	\$ 9,860.81	
50	AECOM	X		Geologist Sr	Agatha Kim	X								8.00			8.00	\$ 74.91	\$ 599.26	123.50%	\$ 740.08	12.00%	\$ 160.72	\$ 187.51	\$ 1,500.06	
51	AECOM	X		Geologist	Alberto Rodriguez-Santiago	X								16.00			16.00	\$ 49.27	\$ 788.35	123.50%	\$ 973.61	12.00%	\$ 211.43	\$ 123.34	\$ 1,973.39	
52	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X		24.00						6.00			30.00	\$ 55.86	\$ 1,675.88	203.90%	\$ 3,417.11	6.00%	\$ 305.58	\$ 179.95	\$ 5,398.56	
53	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	Valerie Conant	X								8.00			8.00	\$ 55.86	\$ 446.90	203.90%	\$ 911.23	6.00%	\$ 81.49	\$ 179.95	\$ 1,439.62	
54	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X		40.00									40.00	\$ 49.27	\$ 1,970.87	203.90%	\$ 4,018.60	6.00%	\$ 359.37	\$ 158.72	\$ 6,348.84	
55	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Mikaela Burnhart	X								8.00			8.00	\$ 39.46	\$ 315.70	203.90%	\$ 643.71	6.00%	\$ 57.56	\$ 127.12	\$ 1,016.98	
56	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X		48.00						12.00			60.00	\$ 34.49	\$ 2,069.48	203.90%	\$ 4,219.66	6.00%	\$ 377.35	\$ 111.11	\$ 6,666.48	
57	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Liz Giron	X								12.00			12.00	\$ 35.88	\$ 430.50	203.90%	\$ 877.79	6.00%	\$ 78.50	\$ 115.57	\$ 1,386.79	
58	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X		4.00	4.00								8.00	\$ 117.88	\$ 943.00	103.94%	\$ 980.15	10.00%	\$ 192.32	\$ 264.43	\$ 2,115.47	
59	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X		32.00	16.00	4.00							52.00	\$ 98.40	\$ 5,116.80	103.94%	\$ 5,318.40	10.00%	\$ 1,043.52	\$ 220.74	\$ 11,478.72	
60	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X		20.00									20.00	\$ 105.58	\$ 2,111.50	103.94%	\$ 2,194.69	10.00%	\$ 430.62	\$ 236.84	\$ 4,736.81	
61	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X		28.00									28.00	\$ 61.50	\$ 1,722.00	103.94%	\$ 1,789.85	10.00%	\$ 351.18	\$ 137.97	\$ 3,863.03	
62	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	John Kincl	X				24.00							24.00	\$ 67.65	\$ 1,623.60	103.94%	\$ 1,687.57	10.00%	\$ 331.12	\$ 151.76	\$ 3,642.29	
63	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X		50.00									50.00	\$ 57.40	\$ 2,870.00	103.94%	\$ 2,983.08	10.00%	\$ 585.31	\$ 128.77	\$ 6,438.39	
64	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X		100.00									100.00	\$ 42.79	\$ 4,279.38	103.94%	\$ 4,447.98	10.00%	\$ 872.74	\$ 96.00	\$ 9,600.09	
65	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X		25.00	5.00	5.00				2.00			37.00	\$ 89.69	\$ 3,318.44	183.52%	\$ 6,090.00	6.00%	\$ 564.51	\$ 269.54	\$ 9,972.94	
66	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X		67.00	14.00	14.00				4.00			99.00	\$ 84.76	\$ 8,391.20	183.52%	\$ 15,399.52	6.00%	\$ 1,427.44	\$ 254.73	\$ 25,218.16	
67	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X		70.00	15.00	15.00				4.00			104.00	\$ 66.53	\$ 6,918.74	183.52%	\$ 12,697.27	6.00%	\$ 1,176.96	\$ 199.93	\$ 20,792.97	
68	Fehr & Peers		X	Engineer - Transportation Sr.	Mike Johnstone	X		67.00	15.00	15.00				4.00			101.00	\$ 65.54	\$ 6,619.62	183.52%	\$ 12,148.33	6.00%	\$ 1,126.08	\$ 196.97	\$ 19,894.03	
69	Fehr & Peers		X	Engineer - Transportation Jr.	Tiffany Nguyen	X		110.00	45.00	45.00				20.00			220.00	\$ 43.12	\$ 9,486.79	183.52%	\$ 17,410.15	6.00%	\$ 1,613.82	\$ 129.59	\$ 28,510.75	
70	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X		100.00									100.00	\$ 50.51	\$ 5,051.08	183.52%	\$ 9,269.75	6.00%	\$ 859.25	\$ 151.80	\$ 15,180.09	
71	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X		25.00	12.00	12.00							49.00	\$ 40.90	\$ 2,003.98	183.52%	\$ 3,677.70	6.00%	\$ 340.90	\$ 122.91	\$ 6,022.58	
<b>TOTAL OF TASK 4: 95% PS&amp;E PHASE (REQUIRED)</b>								<b>9,831.00</b>	<b>429.81</b>	<b>440.00</b>	<b>98.00</b>	<b>80.00</b>	<b>64.00</b>	<b>1,032.00</b>	<b>2,268.00</b>	<b>272.00</b>	<b>14,514.81</b>	<b>\$ 1,063,417.76</b>	<b>\$ 1,340,307.17</b>	<b>\$ 279,316.83</b>	<b>\$ 184.85</b>	<b>\$ 2,683,041.77</b>				

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS							ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>E</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 5.1	SUB TASK 5.2	SUB TASK 5.3	SUB TASK 5.4	SUB TASK 5.5	SUB TASK 5.6	SUB TASK 5.7	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE			AMOUNT <sup>5</sup>
																A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G
<b>TASK 5: 100% DRAFT PS&amp;E PHASE (REQUIRED)</b>																								
1	AECOM	X		Project Manager	Matt Korve	X			40.00	4.00	2.00		4.00	4.00	8.00	62.00	\$ 93.60	\$ 5,803.39	123.50%	\$ 7,167.18	12.00%	\$ 1,556.47	\$ 234.31	\$ 14,527.04
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			108.00	4.00	2.00		8.00	16.00	16.00	154.00	\$ 114.69	\$ 17,661.84	123.50%	\$ 21,812.37	12.00%	\$ 4,736.90	\$ 287.09	\$ 44,211.11
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			190.00	4.00	8.00		16.00	40.00	40.00	298.00	\$ 87.97	\$ 26,213.72	123.50%	\$ 32,373.94	12.00%	\$ 7,030.52	\$ 220.20	\$ 65,618.18
4	AECOM	X		Project Engineer	Sean Jaime	X			183.47		12.00		24.00	80.00	40.00	339.47	\$ 69.97	\$ 23,751.45	123.50%	\$ 29,333.04	12.00%	\$ 6,370.14	\$ 175.14	\$ 59,454.62
5	AECOM	X		Project Engineer	Cindy Jimenez	X			284.00		0.00					284.00	\$ 58.98	\$ 16,749.89	123.50%	\$ 20,686.12	12.00%	\$ 4,492.32	\$ 147.63	\$ 41,928.33
6	AECOM	X		Project Engineer	Thom Guo	X			284.00		12.00			80.00	40.00	416.00	\$ 60.31	\$ 25,089.38	123.50%	\$ 30,985.38	12.00%	\$ 6,728.97	\$ 150.97	\$ 62,803.73
7	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			400.00				40.00	40.00	40.00	520.00	\$ 41.99	\$ 21,837.01	123.50%	\$ 26,968.71	12.00%	\$ 5,856.69	\$ 105.12	\$ 54,662.40
8	AECOM	X		Project Engineer Jr.	Josh Calvelo	X			600.00					40.00	40.00	680.00	\$ 40.42	\$ 27,482.71	123.50%	\$ 33,941.15	12.00%	\$ 7,370.86	\$ 101.17	\$ 68,794.72
9	AECOM	X		Project Engineer Sr.	Joy Villafranca	X			44.00	8.00			32.00	8.00		92.00	\$ 116.54	\$ 10,721.91	123.50%	\$ 13,241.56	12.00%	\$ 2,875.62	\$ 291.73	\$ 26,839.09
10	AECOM	X		Project Engineer	Karen Lo	X			244.00							244.00	\$ 74.15	\$ 18,092.23	123.50%	\$ 22,343.91	12.00%	\$ 4,852.34	\$ 185.61	\$ 45,288.48
11	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			84.00	2.00			4.00			90.00	\$ 93.77	\$ 8,439.03	123.50%	\$ 10,422.20	12.00%	\$ 2,263.35	\$ 234.72	\$ 21,124.58
12	AECOM	X		Project Engineer	Shawn Katebian	X			164.00				16.00			180.00	\$ 58.53	\$ 10,534.95	123.50%	\$ 13,010.66	12.00%	\$ 2,825.47	\$ 146.51	\$ 26,371.09
13	AECOM	X		Engineer - Electrical Sr.	Spencer Lee	X			8.00							8.00	\$ 90.20	\$ 721.60	123.50%	\$ 891.18	12.00%	\$ 193.53	\$ 225.79	\$ 1,806.31
14	AECOM	X		Engineer - Transportation	Scott Shea	X							60.00			60.00	\$ 65.16	\$ 3,909.56	123.50%	\$ 4,828.30	12.00%	\$ 1,048.54	\$ 163.11	\$ 9,786.40
15	AECOM	X		Engineer - Transportation Sr.	Swathi Korpu	X							20.00			20.00	\$ 96.51	\$ 1,930.28	123.50%	\$ 2,383.90	12.00%	\$ 517.70	\$ 241.59	\$ 4,831.88
16	AECOM	X		Engineer - Civil Lead	Praveen Yerra	X							16.00			16.00	\$ 98.56	\$ 1,577.02	123.50%	\$ 1,947.62	12.00%	\$ 422.96	\$ 246.73	\$ 3,947.61
17	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X			150.00				20.00			170.00	\$ 150.37	\$ 25,562.48	123.50%	\$ 31,569.66	12.00%	\$ 6,855.86	\$ 376.40	\$ 63,987.99
18	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			350.00	2.00		100.00				452.00	\$ 76.15	\$ 34,418.56	123.50%	\$ 42,506.92	12.00%	\$ 9,231.06	\$ 190.61	\$ 86,156.53
19	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			280.00	2.00		40.00				322.00	\$ 88.85	\$ 28,608.73	123.50%	\$ 35,331.79	12.00%	\$ 7,672.86	\$ 222.40	\$ 71,613.38
20	AECOM	X		Engineer - Structural Jr.	Ali Banaei Pour	X			150.00			60.00				210.00	\$ 49.28	\$ 10,349.22	123.50%	\$ 12,781.29	12.00%	\$ 2,775.66	\$ 123.36	\$ 25,906.17
21	AECOM	X		CAD Specialist - Structural	Chien Tu	X			280.00							280.00	\$ 57.59	\$ 16,126.53	123.50%	\$ 19,916.26	12.00%	\$ 4,325.14	\$ 144.17	\$ 40,367.93
22	AECOM	X		CAD Specialist - Lead	Chiman Lee	X			250.00							250.00	\$ 78.67	\$ 19,667.19	123.50%	\$ 24,288.98	12.00%	\$ 5,274.74	\$ 196.92	\$ 49,230.90
23	AECOM	X		Engineer - Civil Lead	Bryan Paine	X			20.00							20.00	\$ 115.23	\$ 2,304.61	123.50%	\$ 2,846.19	12.00%	\$ 618.10	\$ 288.44	\$ 5,768.90
24	AECOM	X		Engineer - Civil	Gus Silva	X			80.00	2.00						82.00	\$ 76.59	\$ 6,280.22	123.50%	\$ 7,756.07	12.00%	\$ 1,684.35	\$ 191.72	\$ 15,720.64
25	AECOM	X		Engineer - Structural Lead	Dale Wah	X			16.00	2.00						18.00	\$ 109.38	\$ 1,968.80	123.50%	\$ 2,431.47	12.00%	\$ 528.03	\$ 273.79	\$ 4,928.30
26	AECOM	X		Engineer - Structural	Thang Nguyen	X			200.00							200.00	\$ 69.68	\$ 13,935.90	123.50%	\$ 17,210.84	12.00%	\$ 3,737.61	\$ 174.42	\$ 34,884.34
27	AECOM	X		Engineer - Electrical Lead	Allen Randall	X			16.00							16.00	\$ 113.71	\$ 1,819.42	123.50%	\$ 2,246.98	12.00%	\$ 487.97	\$ 284.65	\$ 4,554.36
28	AECOM	X		Engineer - Electrical	Cisco Ubario	X			100.00							100.00	\$ 67.35	\$ 6,735.28	123.50%	\$ 8,318.06	12.00%	\$ 1,806.40	\$ 168.60	\$ 16,859.74
29	AECOM	X		Engineer - Geotechnical Lead	Paul Boddie	X						12.00				12.00	\$ 98.74	\$ 1,184.86	123.50%	\$ 1,463.30	12.00%	\$ 317.78	\$ 247.16	\$ 2,965.94
30	AECOM	X		Engineer - Geotechnical	Erik Newman	X						90.00				90.00	\$ 91.44	\$ 8,229.62	123.50%	\$ 10,163.58	12.00%	\$ 2,207.18	\$ 228.89	\$ 20,600.39
31	AECOM	X		Geologist	Sarah Benjaram	X						24.00				24.00	\$ 41.42	\$ 994.09	123.50%	\$ 1,227.70	12.00%	\$ 266.61	\$ 103.68	\$ 2,488.40
32	AECOM	X		Engineer - Architect Lead	Bruce Farrell	X			8.00							8.00	\$ 108.58	\$ 868.63	123.50%	\$ 1,072.75	12.00%	\$ 232.97	\$ 271.79	\$ 2,174.34
33	AECOM	X		Engineer - Architect Sr.	Frank Delgado	X			48.00							48.00	\$ 93.30	\$ 4,478.18	123.50%	\$ 5,530.56	12.00%	\$ 1,201.05	\$ 233.54	\$ 11,209.79
34	AECOM	X		Track Lead	Alan Boone	X			12.00	2.00						14.00	\$ 102.49	\$ 1,434.86	123.50%	\$ 1,772.05	12.00%	\$ 384.83	\$ 256.55	\$ 3,591.73
35	AECOM	X		Engineer - Transportation	Angela Shields	X			180.00							180.00	\$ 73.27	\$ 13,188.06	123.50%	\$ 16,287.25	12.00%	\$ 3,537.04	\$ 183.40	\$ 33,012.35
36	AECOM	X		Engineer - Transportation	Elliot Wong	X			60.00							60.00	\$ 98.68	\$ 5,920.61	123.50%	\$ 7,311.95	12.00%	\$ 1,587.91	\$ 247.01	\$ 14,820.46
37	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			40.00	4.00	4.00					48.00	\$ 83.07	\$ 3,987.17	123.50%	\$ 4,924.15	12.00%	\$ 1,069.36	\$ 207.93	\$ 9,980.68
38	AECOM	X		OCS Lead	Catherine Clement	X			100.00							100.00	\$ 95.39	\$ 9,538.65	123.50%	\$ 11,780.23	12.00%	\$ 2,558.27	\$ 238.77	\$ 23,877.15



**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS							ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>E</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 5.1	SUB TASK 5.2	SUB TASK 5.3	SUB TASK 5.4	SUB TASK 5.5	SUB TASK 5.6	SUB TASK 5.7	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G
																A	B	C=A*B	D	E=C*D	F	G=F*(C+E)		
<b>TASK 5: 100% DRAFT PS&amp;E PHASE (REQUIRED)</b>																								
39	AECOM	X		OCS Engineer	Chanel Mack	X		100.00							100.00	\$ 44.77	\$ 4,477.20	123.50%	\$ 5,529.34	12.00%	\$ 1,200.79	\$ 112.07	\$ 11,207.33	
40	AECOM	X		OCS Engineer Jr	Luis Ayala-Murillo	X		100.00							100.00	\$ 36.55	\$ 3,655.15	123.50%	\$ 4,514.11	12.00%	\$ 980.31	\$ 91.50	\$ 9,149.57	
41	AECOM	X		Engineer - Utilities Lead	Sang Kim	X		8.00							8.00	\$ 110.38	\$ 883.06	123.50%	\$ 1,090.58	12.00%	\$ 236.84	\$ 276.31	\$ 2,210.47	
42	AECOM	X		Engineer - Utilities	Dan Cronquist	X		40.00							40.00	\$ 77.93	\$ 3,117.23	123.50%	\$ 3,849.78	12.00%	\$ 836.04	\$ 195.08	\$ 7,803.05	
43	AECOM	X		Engineer - Utilities	Josh Sun	X		40.00							40.00	\$ 66.60	\$ 2,664.18	123.50%	\$ 3,290.26	12.00%	\$ 714.53	\$ 166.72	\$ 6,668.98	
44	AECOM	X		Estimator Lead	John O'Reilly	X		8.00							8.00	\$ 116.80	\$ 934.39	123.50%	\$ 1,153.97	12.00%	\$ 250.60	\$ 292.37	\$ 2,338.97	
45	AECOM	X		Engineer - Specifications	Maria Sedghi	X		40.00							40.00	\$ 127.17	\$ 5,086.87	123.50%	\$ 6,282.28	12.00%	\$ 1,364.30	\$ 318.34	\$ 12,733.45	
46	AECOM	X		Engineer - Specifications	David Harnagel	X		40.00							40.00	\$ 82.75	\$ 3,309.93	123.50%	\$ 4,087.76	12.00%	\$ 887.72	\$ 207.14	\$ 8,285.42	
47	AECOM	X		Scheduler Lead	Mande Schulz	X			24.00						24.00	\$ 98.48	\$ 2,363.57	123.50%	\$ 2,919.01	12.00%	\$ 633.91	\$ 246.52	\$ 5,916.48	
48	AECOM	X		Geologist Sr	Agatha Kim	X					4.00				4.00	\$ 74.91	\$ 299.63	123.50%	\$ 370.04	12.00%	\$ 80.36	\$ 187.51	\$ 750.03	
49	AECOM	X		Geologist	Alberto Rodriguez-Santiago	X					8.00				8.00	\$ 49.27	\$ 394.17	123.50%	\$ 486.80	12.00%	\$ 105.72	\$ 123.34	\$ 986.70	
50	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X		16.00	2.00		2.00				20.00	\$ 55.86	\$ 1,117.25	203.90%	\$ 2,278.07	6.00%	\$ 203.72	\$ 179.95	\$ 3,599.04	
51	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	Valerie Conant	X					2.00				2.00	\$ 55.86	\$ 111.73	203.90%	\$ 227.81	6.00%	\$ 20.37	\$ 179.95	\$ 359.90	
52	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X		20.00							20.00	\$ 49.27	\$ 985.44	203.90%	\$ 2,009.30	6.00%	\$ 179.68	\$ 158.72	\$ 3,174.42	
53	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Mikaela Burnhart	X					2.00				2.00	\$ 39.46	\$ 78.93	203.90%	\$ 160.93	6.00%	\$ 14.39	\$ 127.12	\$ 254.24	
54	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X		40.00			8.00				48.00	\$ 34.49	\$ 1,655.58	203.90%	\$ 3,375.73	6.00%	\$ 301.88	\$ 111.11	\$ 5,333.19	
55	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Liz Giron	X					8.00				8.00	\$ 35.88	\$ 287.00	203.90%	\$ 585.19	6.00%	\$ 52.33	\$ 115.57	\$ 924.52	
56	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X		4.00							4.00	\$ 117.88	\$ 471.50	103.94%	\$ 490.08	10.00%	\$ 96.16	\$ 264.43	\$ 1,057.73	
57	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X		24.00							24.00	\$ 98.40	\$ 2,361.60	103.94%	\$ 2,454.65	10.00%	\$ 481.62	\$ 220.74	\$ 5,297.87	
58	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X		8.00							8.00	\$ 105.58	\$ 844.60	103.94%	\$ 877.88	10.00%	\$ 172.25	\$ 236.84	\$ 1,894.72	
59	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X		16.00							16.00	\$ 61.50	\$ 984.00	103.94%	\$ 1,022.77	10.00%	\$ 200.68	\$ 137.97	\$ 2,207.45	
60	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	John Kincl	X		8.00							8.00	\$ 67.65	\$ 541.20	103.94%	\$ 562.52	10.00%	\$ 110.37	\$ 151.76	\$ 1,214.10	
61	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X		24.00							24.00	\$ 57.40	\$ 1,377.60	103.94%	\$ 1,431.88	10.00%	\$ 280.95	\$ 128.77	\$ 3,090.43	
62	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X		40.00							40.00	\$ 42.79	\$ 1,711.75	103.94%	\$ 1,779.19	10.00%	\$ 349.09	\$ 96.00	\$ 3,840.04	
63	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X		12.00							12.00	\$ 89.69	\$ 1,076.25	183.52%	\$ 1,975.13	6.00%	\$ 183.08	\$ 269.54	\$ 3,234.47	
64	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X		32.00			2.00				34.00	\$ 84.76	\$ 2,881.82	183.52%	\$ 5,288.73	6.00%	\$ 490.23	\$ 254.73	\$ 8,660.78	
65	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X		35.00			2.00				37.00	\$ 66.53	\$ 2,461.47	183.52%	\$ 4,517.30	6.00%	\$ 418.73	\$ 199.93	\$ 7,397.50	
66	Fehr & Peers		X	Engineer - Transportation Sr.	Mike Johnstone	X		30.00			2.00				32.00	\$ 65.54	\$ 2,097.31	183.52%	\$ 3,848.98	6.00%	\$ 356.78	\$ 196.97	\$ 6,303.06	
67	Fehr & Peers		X	Engineer - Transportation Jr.	Tiffany Nguyen	X		20.00			8.00				28.00	\$ 43.12	\$ 1,207.41	183.52%	\$ 2,215.84	6.00%	\$ 205.39	\$ 129.59	\$ 3,628.64	
68	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X		80.00							80.00	\$ 50.51	\$ 4,040.87	183.52%	\$ 7,415.80	6.00%	\$ 687.40	\$ 151.80	\$ 12,144.07	
69	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X		12.00							12.00	\$ 40.90	\$ 490.77	183.52%	\$ 900.66	6.00%	\$ 83.49	\$ 122.91	\$ 1,474.92	
<b>TOTAL OF TASK 5: 100% DRAFT PS&amp;E PHASE (REQUIRED)</b>								<b>5,770.47</b>	<b>62.00</b>	<b>40.00</b>	<b>490.00</b>	<b>144.00</b>	<b>308.00</b>	<b>224.00</b>	<b>7,038.47</b>	<b>\$ 492,087.04</b>	<b>\$ 618,067.60</b>	<b>\$ 129,682.86</b>	<b>\$ 176.15</b>	<b>\$ 1,239,837.50</b>				

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS				ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 6.1	SUB TASK 6.2	SUB TASK 6.3	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE			AMOUNT <sup>5</sup>
												A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G
<b>TASK 6: FINAL PS&amp;E PHASE (REQUIRED)</b>																				
1	AECOM	X		Project Manager	Matt Korve	X			12.00	4.00	4.00	20.00	\$ 93.60	\$ 1,872.06	123.50%	\$ 2,311.99	12.00%	\$ 502.09	\$ 234.31	\$ 4,686.14
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			32.00	8.00	8.00	48.00	\$ 114.69	\$ 5,504.99	123.50%	\$ 6,798.66	12.00%	\$ 1,476.44	\$ 287.09	\$ 13,780.09
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			52.00	16.00	16.00	84.00	\$ 87.97	\$ 7,389.10	123.50%	\$ 9,125.54	12.00%	\$ 1,981.76	\$ 220.20	\$ 18,496.40
4	AECOM	X		Project Engineer	Sean Jaime	X			92.00	32.00	32.00	156.00	\$ 69.97	\$ 10,914.77	123.50%	\$ 13,479.75	12.00%	\$ 2,927.34	\$ 175.14	\$ 27,321.86
5	AECOM	X		Project Engineer	Cindy Jimenez	X			92.00	32.00	32.00	156.00	\$ 58.98	\$ 9,200.65	123.50%	\$ 11,362.80	12.00%	\$ 2,467.61	\$ 147.63	\$ 23,031.06
6	AECOM	X		Project Engineer	Thom Guo	X			92.00	32.00	32.00	156.00	\$ 60.31	\$ 9,408.52	123.50%	\$ 11,619.52	12.00%	\$ 2,523.36	\$ 150.97	\$ 23,551.40
7	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			120.00	24.00	80.00	224.00	\$ 41.99	\$ 9,406.71	123.50%	\$ 11,617.29	12.00%	\$ 2,522.88	\$ 105.12	\$ 23,546.88
8	AECOM	X		Project Engineer Jr.	Josh Calvelo	X			180.00	24.00		204.00	\$ 40.42	\$ 8,244.81	123.50%	\$ 10,182.34	12.00%	\$ 2,211.26	\$ 101.17	\$ 20,638.42
9	AECOM	X		Project Engineer Sr.	Joy Villafranca	X			52.00	4.00	8.00	64.00	\$ 116.54	\$ 7,458.72	123.50%	\$ 9,211.52	12.00%	\$ 2,000.43	\$ 291.73	\$ 18,670.67
10	AECOM	X		Project Engineer	Karen Lo	X			72.00			72.00	\$ 74.15	\$ 5,338.69	123.50%	\$ 6,593.28	12.00%	\$ 1,431.84	\$ 185.61	\$ 13,363.81
11	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			32.00			32.00	\$ 93.77	\$ 3,000.54	123.50%	\$ 3,705.67	12.00%	\$ 804.75	\$ 234.72	\$ 7,510.96
12	AECOM	X		Project Engineer	Shawn Katebian	X			72.00			72.00	\$ 58.53	\$ 4,213.98	123.50%	\$ 5,204.27	12.00%	\$ 1,130.19	\$ 146.51	\$ 10,548.43
13	AECOM	X		Engineer - Electrical Sr.	Spencer Lee	X			4.00			4.00	\$ 90.20	\$ 360.80	123.50%	\$ 445.59	12.00%	\$ 96.77	\$ 225.79	\$ 903.15
14	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X			110.00			110.00	\$ 150.37	\$ 16,540.43	123.50%	\$ 20,427.42	12.00%	\$ 4,436.14	\$ 376.40	\$ 41,403.99
15	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			130.00			130.00	\$ 76.15	\$ 9,899.14	123.50%	\$ 12,225.44	12.00%	\$ 2,654.95	\$ 190.61	\$ 24,779.53
16	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			90.00			90.00	\$ 88.85	\$ 7,996.23	123.50%	\$ 9,875.34	12.00%	\$ 2,144.59	\$ 222.40	\$ 20,016.16
17	AECOM	X		Engineer - Structural Jr.	Ali Banaei Pour	X			48.00			48.00	\$ 49.28	\$ 2,365.54	123.50%	\$ 2,921.44	12.00%	\$ 634.44	\$ 123.36	\$ 5,921.41
18	AECOM	X		CAD Specialist - Structural	Chien Tu	X			89.10			89.10	\$ 57.59	\$ 5,131.61	123.50%	\$ 6,337.53	12.00%	\$ 1,376.30	\$ 144.17	\$ 12,845.44
19	AECOM	X		CAD Specialist - Lead	Chiman Lee	X			80.00			80.00	\$ 78.67	\$ 6,293.50	123.50%	\$ 7,772.47	12.00%	\$ 1,687.92	\$ 196.92	\$ 15,753.89
20	AECOM	X		Engineer - Civil Lead	Bryan Paine	X			8.00			8.00	\$ 115.23	\$ 921.84	123.50%	\$ 1,138.48	12.00%	\$ 247.24	\$ 288.44	\$ 2,307.56
21	AECOM	X		Engineer - Civil	Gus Silva	X			32.00			32.00	\$ 76.59	\$ 2,450.82	123.50%	\$ 3,026.76	12.00%	\$ 657.31	\$ 191.72	\$ 6,134.88
22	AECOM	X		Engineer - Structural Lead	Dale Wah	X			8.00			8.00	\$ 109.38	\$ 875.02	123.50%	\$ 1,080.65	12.00%	\$ 234.68	\$ 273.79	\$ 2,190.36
23	AECOM	X		Engineer - Structural	Thang Nguyen	X			110.00			110.00	\$ 69.68	\$ 7,664.75	123.50%	\$ 9,465.96	12.00%	\$ 2,055.68	\$ 174.42	\$ 19,186.39
24	AECOM	X		Engineer - Electrical Lead	Allen Randall	X			8.00			8.00	\$ 113.71	\$ 909.71	123.50%	\$ 1,123.49	12.00%	\$ 243.98	\$ 284.65	\$ 2,277.18
25	AECOM	X		Engineer - Electrical	Cisco Ubario	X			32.00			32.00	\$ 67.35	\$ 2,155.29	123.50%	\$ 2,661.78	12.00%	\$ 578.05	\$ 168.60	\$ 5,395.12
26	AECOM	X		Engineer - Geotechnical Lead	Paul Boddie	X			0.00			-	\$ 98.74	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 247.16	\$ -
27	AECOM	X		Engineer - Geotechnical	Erik Newman	X			0.00			-	\$ 91.44	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 228.89	\$ -
28	AECOM	X		Geologist	Sarah Benjaram	X			0.00			-	\$ 41.42	\$ -	123.50%	\$ -	12.00%	\$ -	\$ 103.68	\$ -
29	AECOM	X		Engineer - Architect Lead	Bruce Farrell	X			4.00			4.00	\$ 108.58	\$ 434.31	123.50%	\$ 536.38	12.00%	\$ 116.48	\$ 271.79	\$ 1,087.17
30	AECOM	X		Engineer - Architect Sr.	Frank Delgado	X			16.00			16.00	\$ 93.30	\$ 1,492.73	123.50%	\$ 1,843.52	12.00%	\$ 400.35	\$ 233.54	\$ 3,736.60
31	AECOM	X		Track Lead	Alan Boone	X			4.00			4.00	\$ 102.49	\$ 409.96	123.50%	\$ 506.30	12.00%	\$ 109.95	\$ 256.55	\$ 1,026.21
32	AECOM	X		Engineer - Transportation	Angela Shields	X			60.00			60.00	\$ 73.27	\$ 4,396.02	123.50%	\$ 5,429.08	12.00%	\$ 1,179.01	\$ 183.40	\$ 11,004.12
33	AECOM	X		Engineer - Transportation	Elliot Wong	X			20.00			20.00	\$ 98.68	\$ 1,973.54	123.50%	\$ 2,437.32	12.00%	\$ 529.30	\$ 247.01	\$ 4,940.15
34	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			20.00			20.00	\$ 83.07	\$ 1,661.32	123.50%	\$ 2,051.73	12.00%	\$ 445.57	\$ 207.93	\$ 4,158.62

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION				TASK/SUB-TASK HOURS				ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 6.1	SUB TASK 6.2	SUB TASK 6.3	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE			AMOUNT <sup>5</sup>
													A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)
<b>TASK 6: FINAL PS&amp;E PHASE (REQUIRED)</b>																				
35	AECOM	X		OCS Lead	Catherine Clement	X			40.00			40.00	\$ 95.39	\$ 3,815.46	123.50%	\$ 4,712.09	12.00%	\$ 1,023.31	\$ 238.77	\$ 9,550.86
36	AECOM	X		OCS Engineer	Chanel Mack	X			40.00			40.00	\$ 44.77	\$ 1,790.88	123.50%	\$ 2,211.74	12.00%	\$ 480.31	\$ 112.07	\$ 4,482.93
37	AECOM	X		OCS Engineer Jr	Luis Ayala-Murillo	X			40.00			40.00	\$ 36.55	\$ 1,462.06	123.50%	\$ 1,805.64	12.00%	\$ 392.12	\$ 91.50	\$ 3,659.83
38	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			8.00			8.00	\$ 110.38	\$ 883.06	123.50%	\$ 1,090.58	12.00%	\$ 236.84	\$ 276.31	\$ 2,210.47
39	AECOM	X		Engineer - Utilities	Dan Cronquist	X			16.00			16.00	\$ 77.93	\$ 1,246.89	123.50%	\$ 1,539.91	12.00%	\$ 334.42	\$ 195.08	\$ 3,121.22
40	AECOM	X		Engineer - Utilities	Josh Sun	X			16.00			16.00	\$ 66.60	\$ 1,065.67	123.50%	\$ 1,316.10	12.00%	\$ 285.81	\$ 166.72	\$ 2,667.59
41	AECOM	X		Estimator Lead	John O'Reilly	X			4.00			4.00	\$ 116.80	\$ 467.20	123.50%	\$ 576.99	12.00%	\$ 125.30	\$ 292.37	\$ 1,169.48
42	AECOM	X		Engineer - Specifications	Maria Sedghi	X			24.00			24.00	\$ 127.17	\$ 3,052.12	123.50%	\$ 3,769.37	12.00%	\$ 818.58	\$ 318.34	\$ 7,640.07
43	AECOM	X		Engineer - Specifications	David Harnagel	X			24.00			24.00	\$ 82.75	\$ 1,985.96	123.50%	\$ 2,452.66	12.00%	\$ 532.63	\$ 207.14	\$ 4,971.25
44	Merrill Morris Partners		X	Engineer - Landscape Architect Lead	Cathy Merrill	X			4.00			4.00	\$ 82.00	\$ 328.00	203.90%	\$ 668.79	6.00%	\$ 59.81	\$ 264.15	\$ 1,056.60
45	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X			6.00			6.00	\$ 55.86	\$ 335.18	203.90%	\$ 683.42	6.00%	\$ 61.12	\$ 179.95	\$ 1,079.71
46	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X			8.00			8.00	\$ 49.27	\$ 394.17	203.90%	\$ 803.72	6.00%	\$ 71.87	\$ 158.72	\$ 1,269.77
47	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X			16.00			16.00	\$ 34.49	\$ 551.86	203.90%	\$ 1,125.24	6.00%	\$ 100.63	\$ 111.11	\$ 1,777.73
48	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X			4.00			4.00	\$ 117.88	\$ 471.50	103.94%	\$ 490.08	10.00%	\$ 96.16	\$ 264.43	\$ 1,057.73
49	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X			16.00			16.00	\$ 98.40	\$ 1,574.40	103.94%	\$ 1,636.43	10.00%	\$ 321.08	\$ 220.74	\$ 3,531.91
50	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X			8.00			8.00	\$ 105.58	\$ 844.60	103.94%	\$ 877.88	10.00%	\$ 172.25	\$ 236.84	\$ 1,894.72
51	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X			8.00			8.00	\$ 61.50	\$ 492.00	103.94%	\$ 511.38	10.00%	\$ 100.34	\$ 137.97	\$ 1,103.72
52	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	John Kincl	X			4.00			4.00	\$ 67.65	\$ 270.60	103.94%	\$ 281.26	10.00%	\$ 55.19	\$ 151.76	\$ 607.05
53	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X			24.00			24.00	\$ 57.40	\$ 1,377.60	103.94%	\$ 1,431.88	10.00%	\$ 280.95	\$ 128.77	\$ 3,090.43
54	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X			40.00			40.00	\$ 42.79	\$ 1,711.75	103.94%	\$ 1,779.19	10.00%	\$ 349.09	\$ 96.00	\$ 3,840.04
55	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X			12.00			12.00	\$ 89.69	\$ 1,076.25	183.52%	\$ 1,975.13	6.00%	\$ 183.08	\$ 269.54	\$ 3,234.47
56	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X			32.00			32.00	\$ 84.76	\$ 2,712.31	183.52%	\$ 4,977.62	6.00%	\$ 461.40	\$ 254.73	\$ 8,151.33
57	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X			60.00			60.00	\$ 66.53	\$ 3,991.58	183.52%	\$ 7,325.35	6.00%	\$ 679.02	\$ 199.93	\$ 11,995.95
58	Fehr & Peers		X	Engineer - Transportation Sr.	Mike Johnstone	X			5.00			5.00	\$ 65.54	\$ 327.70	183.52%	\$ 601.40	6.00%	\$ 55.75	\$ 196.97	\$ 984.85
59	Fehr & Peers		X	Engineer - Transportation Jr.	Tiffany Nguyen	X			65.00			65.00	\$ 43.12	\$ 2,802.91	183.52%	\$ 5,143.91	6.00%	\$ 476.81	\$ 129.59	\$ 8,423.63
60	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X			35.00			35.00	\$ 50.51	\$ 1,767.88	183.52%	\$ 3,244.41	6.00%	\$ 300.74	\$ 151.80	\$ 5,313.03
61	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X			18.00			18.00	\$ 40.90	\$ 736.16	183.52%	\$ 1,350.99	6.00%	\$ 125.23	\$ 122.91	\$ 2,212.38
<b>TOTAL OF TASK 6: FINAL PS&amp;E PHASE (REQUIRED)</b>									<b>2,350.10</b>	<b>176.00</b>	<b>212.00</b>	<b>2,738.10</b>	<b>\$ 193,421.83</b>		<b>\$ 246,902.50</b>		<b>\$ 49,988.47</b>		<b>\$ 179.07</b>	<b>\$ 490,312.79</b>

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS									ESCALATED DIRECT COST			INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST	
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	SUB TASK 7.1	SUB TASK 7.2	SUB TASK 7.3	SUB TASK 7.4	SUB TASK 7.5	SUB TASK 7.6	SUB TASK 7.7	SUB TASK 7.8	SUB TASK 7.9	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G	
																		A	B	C=A*B	D	E=C*D	F	G=F*(C+E)			
<b>TASK 7: RIGHT OF WAY SUPPORT (REQUIRED)</b>																											
1	AECOM	X		Project Manager	Matt Korve	X			4.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	20.00	\$ 93.60	\$ 1,872.06	123.50%	\$ 2,311.99	12.00%	\$ 502.09	\$ 234.31	\$ 4,686.14	
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			4.00	4.00	2.00	2.00	2.00	2.00	4.00	4.00	4.00	28.00	\$ 114.69	\$ 3,211.24	123.50%	\$ 3,965.89	12.00%	\$ 861.26	\$ 287.09	\$ 8,038.38	
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			4.00	4.00	4.00		4.00	4.00	4.00	4.00	4.00	32.00	\$ 87.97	\$ 2,814.90	123.50%	\$ 3,476.40	12.00%	\$ 754.96	\$ 220.20	\$ 7,046.25	
4	AECOM	X		Project Engineer	Sean Jaime	X			20.00	40.00	16.00		8.00	8.00	24.00	8.00		124.00	\$ 69.97	\$ 8,675.85	123.50%	\$ 10,714.67	12.00%	\$ 2,326.86	\$ 175.14	\$ 21,717.38	
5	AECOM	X		Project Engineer	Cindy Jimenez	X			20.00	40.00	16.00		8.00	8.00	24.00	8.00		124.00	\$ 58.98	\$ 7,313.33	123.50%	\$ 9,031.97	12.00%	\$ 1,961.44	\$ 147.63	\$ 18,306.74	
6	AECOM	X		Project Engineer Jr.	Ariel Kuo	X				64.00								64.00	\$ 41.99	\$ 2,687.63	123.50%	\$ 3,319.23	12.00%	\$ 720.82	\$ 105.12	\$ 6,727.68	
7	AECOM	X		Project Engineer Sr.	Joy Villafranca	X				8.00								8.00	\$ 116.54	\$ 932.34	123.50%	\$ 1,151.44	12.00%	\$ 250.05	\$ 291.73	\$ 2,333.83	
8	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			20.00							8.00		28.00	\$ 110.38	\$ 3,090.70	123.50%	\$ 3,817.02	12.00%	\$ 828.93	\$ 276.31	\$ 7,736.65	
9	AECOM	X		Engineer - Utilities	Dan Cronquist	X			41.88						40.00			81.88	\$ 77.93	\$ 6,380.99	123.50%	\$ 7,880.52	12.00%	\$ 1,711.38	\$ 195.08	\$ 15,972.89	
10	AECOM	X		Engineer - Utilities	Josh Sun	X			50.00						40.00			90.00	\$ 66.60	\$ 5,994.41	123.50%	\$ 7,403.09	12.00%	\$ 1,607.70	\$ 166.72	\$ 15,005.19	
11	Towill		X	Survey Manager	John Thomas						10.00	5.00	20.00	20.00				55.00	\$ 82.39	\$ 4,531.69	183.45%	\$ 8,313.38	10.00%	\$ 1,284.51	\$ 256.90	\$ 14,129.57	
12	Towill		X	Surveyor	Matthew Vielbaum		X	X			120.00	20.00	120.00	60.00				320.00	\$ 60.05	\$ 19,215.29	183.45%	\$ 35,250.45	10.00%	\$ 5,446.57	\$ 187.23	\$ 59,912.31	
13	Towill		X	Surveyor	Touko Vue		X	X			120.00	20.00	120.00	60.00				320.00	\$ 55.02	\$ 17,605.40	183.45%	\$ 32,297.11	10.00%	\$ 4,990.25	\$ 171.54	\$ 54,892.76	
<b>TOTAL OF TASK 7: RIGHT OF WAY SUPPORT (REQUIRED)</b>									<b>163.88</b>	<b>162.00</b>	<b>290.00</b>	<b>49.00</b>	<b>284.00</b>	<b>164.00</b>	<b>58.00</b>	<b>114.00</b>	<b>10.00</b>	<b>1,294.88</b>	<b>\$ 84,325.82</b>	<b>\$ 128,933.14</b>	<b>\$ 23,246.81</b>	<b>\$ 182.65</b>	<b>\$ 236,505.77</b>				

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS		ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	TASK <sup>8</sup>	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G		
									8	A	B	C=A*B	D	E=C*D	F	G=F*(C+E)				
<b>TASK 8:CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC CONTRACTOR TCP NEGOTIATIONS AND COORDINATION (OPTIONAL)</b>																				
1	AECOM	X		Project Manager	Matt Korve	X			40.00	40.00	\$ 99.30	\$ 3,971.80	123.50%	\$ 4,905.18	12.00%	\$ 1,065.24	\$ 248.56	\$ 9,942.21		
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			40.00	40.00	\$ 121.66	\$ 4,866.46	123.50%	\$ 6,010.08	12.00%	\$ 1,305.18	\$ 304.54	\$ 12,181.72		
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			20.00	20.00	\$ 93.31	\$ 1,866.29	123.50%	\$ 2,304.87	12.00%	\$ 500.54	\$ 233.59	\$ 4,671.71		
4	AECOM	X		Technical Advisor	Alan Glen	X			8.00	8.00	\$ 160.96	\$ 1,287.66	123.50%	\$ 1,590.26	12.00%	\$ 345.35	\$ 402.91	\$ 3,223.27		
5	AECOM	X		Project Engineer Sr.	Joy Villafranca	X			20.00	20.00	\$ 123.63	\$ 2,472.59	123.50%	\$ 3,053.65	12.00%	\$ 663.15	\$ 309.47	\$ 6,189.39		
6	AECOM	X		Principal-in-Charge	Mark Aikawa	X			4.00	4.00	\$ 172.35	\$ 689.41	123.50%	\$ 851.42	12.00%	\$ 184.90	\$ 431.43	\$ 1,725.73		
7	AECOM	X		CMGC Coordinator/Advisor	Irfan Kalhoro	X			55.61	55.61	\$ 157.49	\$ 8,758.71	123.50%	\$ 10,817.01	12.00%	\$ 2,349.09	\$ 394.23	\$ 21,924.81		
8	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			4.00	4.00	\$ 99.47	\$ 397.88	123.50%	\$ 491.38	12.00%	\$ 106.71	\$ 248.99	\$ 995.96		
9	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			4.00	4.00	\$ 80.78	\$ 323.11	123.50%	\$ 399.04	12.00%	\$ 86.66	\$ 202.20	\$ 808.81		
10	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			4.00	4.00	\$ 94.25	\$ 377.00	123.50%	\$ 465.59	12.00%	\$ 101.11	\$ 235.93	\$ 943.70		
11	AECOM	X		Track Lead	Alan Boone	X			4.00	4.00	\$ 108.72	\$ 434.89	123.50%	\$ 537.09	12.00%	\$ 116.64	\$ 272.15	\$ 1,088.61		
12	AECOM	X		Estimator Lead	John O'Reilly	X			40.00	40.00	\$ 123.90	\$ 4,956.05	123.50%	\$ 6,120.73	12.00%	\$ 1,329.21	\$ 310.15	\$ 12,405.99		
13	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X			16.00	16.00	\$ 59.26	\$ 948.15	203.90%	\$ 1,933.28	6.00%	\$ 172.89	\$ 190.90	\$ 3,054.32		
14	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X			24.00	24.00	\$ 104.38	\$ 2,505.21	103.94%	\$ 2,603.92	10.00%	\$ 510.91	\$ 234.17	\$ 5,620.04		
15	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X			4.00	4.00	\$ 112.00	\$ 447.98	103.94%	\$ 465.63	10.00%	\$ 91.36	\$ 251.24	\$ 1,004.97		
16	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X			8.00	8.00	\$ 95.14	\$ 761.13	183.52%	\$ 1,396.83	6.00%	\$ 129.48	\$ 285.93	\$ 2,287.44		
17	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X			40.00	40.00	\$ 89.91	\$ 3,596.55	183.52%	\$ 6,600.39	6.00%	\$ 611.82	\$ 270.22	\$ 10,808.76		
18	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X			60.00	60.00	\$ 70.57	\$ 4,234.31	183.52%	\$ 7,770.81	6.00%	\$ 720.31	\$ 212.09	\$ 12,725.42		
19	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X			8.00	8.00	\$ 43.38	\$ 347.08	183.52%	\$ 636.95	6.00%	\$ 59.04	\$ 130.38	\$ 1,043.07		
<b>TOTAL OF TASK 8:CMGC CONTRACTOR PRICE PROPOSAL REVIEW, CMGC CONTRACTOR TCP NEGOTIATIONS AND COOR</b>									<b>403.61</b>	<b>403.61</b>	<b>\$</b>	<b>43,242.27</b>	<b>\$</b>	<b>58,954.11</b>	<b>\$</b>	<b>10,449.58</b>	<b>\$</b>	<b>279.09</b>	<b>\$</b>	<b>112,645.96</b>

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS		ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	TASK <sup>9</sup>	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G
									9	A	B	C=A*B	D	E=C*D	F	G=F*(C+E)		
<b>TASK 9: DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES (OPTIONAL)</b>																		
1	AECOM	X		Project Manager	Matt Korve	X			32.00	32.00	\$ 99.30	\$ 3,177.44	123.50%	\$ 3,924.14	12.00%	\$ 852.19	\$ 248.56	\$ 7,953.77
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			16.00	16.00	\$ 121.66	\$ 1,946.58	123.50%	\$ 2,404.03	12.00%	\$ 522.07	\$ 304.54	\$ 4,872.69
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			16.00	16.00	\$ 93.31	\$ 1,493.04	123.50%	\$ 1,843.90	12.00%	\$ 400.43	\$ 233.59	\$ 3,737.37
4	AECOM	X		Project Engineer	Sean Jaime	X			16.00	16.00	\$ 74.22	\$ 1,187.54	123.50%	\$ 1,466.61	12.00%	\$ 318.50	\$ 185.79	\$ 2,972.65
5	AECOM	X		Project Engineer	Cindy Jimenez	X			16.00	16.00	\$ 62.57	\$ 1,001.04	123.50%	\$ 1,236.28	12.00%	\$ 268.48	\$ 156.61	\$ 2,505.80
6	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			16.00	16.00	\$ 80.78	\$ 1,292.44	123.50%	\$ 1,596.17	12.00%	\$ 346.63	\$ 202.20	\$ 3,235.25
7	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			16.00	16.00	\$ 94.25	\$ 1,508.00	123.50%	\$ 1,862.38	12.00%	\$ 404.44	\$ 235.93	\$ 3,774.82
8	AECOM	X		Track Lead	Alan Boone	X			16.00	16.00	\$ 108.72	\$ 1,739.56	123.50%	\$ 2,148.35	12.00%	\$ 466.55	\$ 272.15	\$ 4,354.45
9	AECOM	X		Engineer - Utilities Lead	Sang Kim	X			40.00	40.00	\$ 117.09	\$ 4,683.79	123.50%	\$ 5,784.48	12.00%	\$ 1,256.19	\$ 293.11	\$ 11,724.45
10	AECOM	X		Engineer - Utilities	Dan Cronquist	X			400.00	400.00	\$ 82.67	\$ 33,067.90	123.50%	\$ 40,838.86	12.00%	\$ 8,868.81	\$ 206.94	\$ 82,775.58
11	AECOM	X		Engineer - Utilities	Josh Sun	X			394.50	394.50	\$ 70.65	\$ 27,872.96	123.50%	\$ 34,423.10	12.00%	\$ 7,475.53	\$ 176.86	\$ 69,771.59
<b>TOTAL OF TASK 9: DESIGN SUPPORT DURING UTILITY RELOCATION AND RIGHT OF WAY SERVICES (OPTIONAL)</b>									<b>978.50</b>	<b>978.50</b>	<b>\$ 78,970.28</b>	<b>\$ 97,528.30</b>	<b>\$ 21,179.83</b>	<b>\$ 202.02</b>	<b>\$ 197,678.41</b>			



**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS		ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>6</sup>	EXTENDED COST		
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	TASK 10	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>				
									A	B	C=A*B	D	E=C*D	F	G=F*(C+E)	H=(B+(B*D))*(1+F)	I=C+E+G			
<b>TASK 10: DESIGN SUPPORT DURING CONSTRUCTION (OPTIONAL)</b>																				
1	AECOM	X		Project Manager	Matt Kolve	X			140.00	140.00	\$ 99.30	\$ 13,901.31	123.50%	\$ 17,168.11	12.00%	\$ 3,728.33	\$ 248.56	\$ 34,797.75		
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			140.00	140.00	\$ 121.66	\$ 17,032.60	123.50%	\$ 21,035.26	12.00%	\$ 4,568.14	\$ 304.54	\$ 42,636.01		
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			140.00	140.00	\$ 93.31	\$ 13,064.06	123.50%	\$ 16,134.12	12.00%	\$ 3,503.78	\$ 233.59	\$ 32,701.96		
4	AECOM	X		Project Engineer	Sean Jaime	X			120.00	120.00	\$ 74.22	\$ 8,906.54	123.50%	\$ 10,999.58	12.00%	\$ 2,388.74	\$ 185.79	\$ 22,294.86		
5	AECOM	X		Project Engineer	Cindy Jimenez	X			100.00	100.00	\$ 62.57	\$ 6,256.50	123.50%	\$ 7,726.78	12.00%	\$ 1,677.99	\$ 156.61	\$ 15,661.27		
6	AECOM	X		Project Engineer	Thom Guo	X			100.00	100.00	\$ 63.98	\$ 6,397.85	123.50%	\$ 7,901.35	12.00%	\$ 1,715.90	\$ 160.15	\$ 16,015.11		
7	AECOM	X		CMGC Coordinator/Advisor	Irfan Kalhoro	X			120.00	120.00	\$ 157.49	\$ 18,898.68	123.50%	\$ 23,339.87	12.00%	\$ 5,068.63	\$ 394.23	\$ 47,307.17		
8	AECOM	X		Engineer - Drainage Lead	Kevin Oaks	X			40.00	40.00	\$ 99.47	\$ 3,978.76	123.50%	\$ 4,913.77	12.00%	\$ 1,067.10	\$ 248.99	\$ 9,959.63		
9	AECOM	X		Engineer - Structural Lead	Syed Kazmi	X			40.00	40.00	\$ 159.51	\$ 6,380.46	123.50%	\$ 7,879.86	12.00%	\$ 1,711.24	\$ 399.29	\$ 15,971.56		
10	AECOM	X		Engineer - Structural	Ramtin Kargarmoakhar	X			100.00	100.00	\$ 80.78	\$ 8,077.78	123.50%	\$ 9,976.06	12.00%	\$ 2,166.46	\$ 202.20	\$ 20,220.30		
11	AECOM	X		Engineer - Structural Sr.	Orin Brown	X			40.00	40.00	\$ 94.25	\$ 3,769.99	123.50%	\$ 4,655.94	12.00%	\$ 1,011.11	\$ 235.93	\$ 9,437.05		
12	AECOM	X		Track Lead	Alan Boone	X			20.00	20.00	\$ 108.72	\$ 2,174.44	123.50%	\$ 2,685.44	12.00%	\$ 583.19	\$ 272.15	\$ 5,443.07		
13	AECOM	X		OCS Engineer Sr	Mario Marozzi	X			20.00	20.00	\$ 88.12	\$ 1,762.35	123.50%	\$ 2,176.50	12.00%	\$ 472.66	\$ 220.58	\$ 4,411.50		
14	AECOM	X		Engineer - Utilities	Dan Cronquist	X			20.00	20.00	\$ 82.67	\$ 1,653.40	123.50%	\$ 2,041.94	12.00%	\$ 443.44	\$ 206.94	\$ 4,138.78		
15	AECOM	X		Engineer - Civil	Gus Silva	X			40.00	40.00	\$ 81.25	\$ 3,249.81	123.50%	\$ 4,013.52	12.00%	\$ 871.60	\$ 203.37	\$ 8,134.93		
16	AECOM	X		Engineer - Structural	Thang Nguyen	X			40.00	40.00	\$ 73.92	\$ 2,956.67	123.50%	\$ 3,651.49	12.00%	\$ 792.98	\$ 185.03	\$ 7,401.14		
17	AECOM	X		Engineer - Electrical	Cisco Ubario	X			37.21	37.21	\$ 71.45	\$ 2,658.72	123.50%	\$ 3,283.52	12.00%	\$ 713.07	\$ 178.85	\$ 6,655.31		
18	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X			30.00	30.00	\$ 59.26	\$ 1,777.79	203.90%	\$ 3,624.91	6.00%	\$ 324.16	\$ 190.90	\$ 5,726.85		
19	Merrill Morris Partners		X	Engineer - Landscape Architect	Venus Yuan	X			20.00	20.00	\$ 52.27	\$ 1,045.36	203.90%	\$ 2,131.49	6.00%	\$ 190.61	\$ 168.37	\$ 3,367.46		
20	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X			20.00	20.00	\$ 36.59	\$ 731.77	203.90%	\$ 1,492.09	6.00%	\$ 133.43	\$ 117.86	\$ 2,357.29		
21	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X			40.00	40.00	\$ 104.38	\$ 4,175.35	103.94%	\$ 4,339.86	10.00%	\$ 851.52	\$ 234.17	\$ 9,366.73		
22	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Donovan Hirsch	X			24.00	24.00	\$ 112.00	\$ 2,687.88	103.94%	\$ 2,793.78	10.00%	\$ 548.17	\$ 251.24	\$ 6,029.83		
23	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X			20.00	20.00	\$ 45.40	\$ 907.92	103.94%	\$ 943.69	10.00%	\$ 185.16	\$ 101.84	\$ 2,036.78		
24	Fehr & Peers		X	Principal-in-Charge	Steve Davis	X			4.00	4.00	\$ 95.14	\$ 380.57	183.52%	\$ 698.41	6.00%	\$ 64.74	\$ 285.93	\$ 1,143.72		
25	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X			20.00	20.00	\$ 89.91	\$ 1,798.28	183.52%	\$ 3,300.20	6.00%	\$ 305.91	\$ 270.22	\$ 5,404.38		
26	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X			20.00	20.00	\$ 70.57	\$ 1,411.44	183.52%	\$ 2,590.27	6.00%	\$ 240.10	\$ 212.09	\$ 4,241.81		
27	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X			4.00	4.00	\$ 43.38	\$ 173.54	183.52%	\$ 318.48	6.00%	\$ 29.52	\$ 130.38	\$ 521.54		
<b>TOTAL OF TASK 10: DESIGN SUPPORT DURING CONSTRUCTION (OPTIONAL)</b>									<b>1,459.21</b>	<b>1,459.21</b>	<b>\$</b>	<b>136,209.82</b>	<b>\$</b>	<b>171,816.29</b>	<b>\$</b>	<b>35,357.69</b>	<b>\$</b>	<b>235.32</b>	<b>\$</b>	<b>343,383.79</b>



**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	COMPANY INFORMATION			STAFF INFORMATION					TASK/SUB-TASK HOURS		ESCALATED DIRECT COST		INDIRECT COST		MAXIMUM FIXED FEE (PROFIT)		FULLY BURDENED HOURLY RATE <sup>5</sup>	EXTENDED COST
	COMPANY NAME	PRIME <sup>1</sup>	SUB <sup>1</sup>	DISCIPLINE CLASSIFICATION <sup>2</sup>	NAME (FIRST AND LAST)	EXEMPT <sup>1</sup>	NON-EXEMPT <sup>1</sup>	PREVAIL-ING WAGE <sup>1</sup>	TASK 11	TOTAL	RATE <sup>3</sup>	AMOUNT	RATE <sup>4</sup>	AMOUNT	RATE	AMOUNT <sup>5</sup>	H=(B+(B*D))*(1+F)	I=C+E+G
										A	B	C=A*B	D	E=C*D	F	G=F*(C+E)		
<b>TASK 11: PREPARE AS-BUILT PLANS (OPTIONAL)</b>																		
1	AECOM	X		Project Manager	Matt Korve	X			8.00	8.00	\$ 99.30	\$ 794.36	123.50%	\$ 981.04	12.00%	\$ 213.05	\$ 248.56	\$ 1,988.44
2	AECOM	X		Engineer - Lead	Peter DeStefano	X			8.00	8.00	\$ 121.66	\$ 973.29	123.50%	\$ 1,202.02	12.00%	\$ 261.04	\$ 304.54	\$ 2,436.34
3	AECOM	X		Project Engineer Lead	Vanessa Doctolero	X			16.00	16.00	\$ 93.31	\$ 1,493.04	123.50%	\$ 1,843.90	12.00%	\$ 400.43	\$ 233.59	\$ 3,737.37
4	AECOM	X		Project Engineer Jr.	Ariel Kuo	X			382.73	382.73	\$ 44.55	\$ 17,049.90	123.50%	\$ 21,056.62	12.00%	\$ 4,572.78	\$ 111.51	\$ 42,679.30
5	Merrill Morris Partners		X	Engineer - Landscape Architect Sr.	John Potis	X			6.00	6.00	\$ 59.26	\$ 355.56	203.90%	\$ 724.98	6.00%	\$ 64.83	\$ 190.90	\$ 1,145.37
6	Merrill Morris Partners		X	Engineer - Landscape Architect Jr.	Cristina Plemel	X			32.00	32.00	\$ 36.59	\$ 1,170.84	203.90%	\$ 2,387.34	6.00%	\$ 213.49	\$ 117.86	\$ 3,771.67
7	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Jennifer Seccombe	X			4.00	4.00	\$ 125.04	\$ 500.17	103.94%	\$ 519.88	10.00%	\$ 102.01	\$ 280.51	\$ 1,122.06
8	Pacific Railway Enterprises, Inc.		X	Engineer - Systems Sr.	Eric Roe	X			16.00	16.00	\$ 104.38	\$ 1,670.14	103.94%	\$ 1,735.94	10.00%	\$ 340.61	\$ 234.17	\$ 3,746.69
9	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Kenneth Clark	X			16.00	16.00	\$ 65.24	\$ 1,043.84	103.94%	\$ 1,084.96	10.00%	\$ 212.88	\$ 146.36	\$ 2,341.68
10	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Eric Perez	X			40.00	40.00	\$ 60.89	\$ 2,435.62	103.94%	\$ 2,531.58	10.00%	\$ 496.72	\$ 136.60	\$ 5,463.93
11	Pacific Railway Enterprises, Inc.		X	Engineer - Systems	Brandy Nethken	X			80.00	80.00	\$ 45.40	\$ 3,631.68	103.94%	\$ 3,774.77	10.00%	\$ 740.65	\$ 101.84	\$ 8,147.10
12	Fehr & Peers		X	Project Manager	Suzanne Luckjiff	X			2.00	2.00	\$ 89.91	\$ 179.83	183.52%	\$ 330.02	6.00%	\$ 30.59	\$ 270.22	\$ 540.44
13	Fehr & Peers		X	Engineer - Transportation Sr.	Jessica Dai	X			8.00	8.00	\$ 70.57	\$ 564.57	183.52%	\$ 1,036.11	6.00%	\$ 96.04	\$ 212.09	\$ 1,696.72
14	Fehr & Peers		X	CAD Specialist - Transportation	Jim Moser	X			60.00	60.00	\$ 53.58	\$ 3,214.95	183.52%	\$ 5,900.07	6.00%	\$ 546.90	\$ 161.03	\$ 9,661.92
15	Fehr & Peers		X	Project Coordinator	Valerie Contreras	X			8.00	8.00	\$ 43.38	\$ 347.08	183.52%	\$ 636.95	6.00%	\$ 59.04	\$ 130.38	\$ 1,043.07
<b>TOTAL OF TASK 11: PREPARE AS-BUILT PLANS (OPTIONAL)</b>									<b>686.73</b>	<b>686.73</b>	<b>\$ 35,424.86</b>	<b>\$ 45,746.18</b>	<b>\$ 8,351.06</b>	<b>\$ 130.36</b>	<b>\$ 89,522.10</b>			

**COST PROPOSAL FORM**  
COST-PLUS-FIXED-FEE WITH A CEILING (CPFF)

#	REFERENCE	DESCRIPTION <sup>1</sup>	UNIT	TASK 01	TASK 02	TASK 03	TASK 04	TASK 05	TASK 06	TASK 07	TASK 08	TASK 09	TASK 10	TASK 11	TOTAL
<b>MATERIAL AND EQUIPMENT</b>															
1	"	Printing/Copying	Lumpsum												\$ -
2	"	Postage/FedEx	Lumpsum												\$ -
3	"	Rental Equipments	Lumpsum												\$ -
<b>SUBCONSULTANT PROJECTS</b>															
4	As per Specs	Geotechnical & HazMat Drilling	Lumpsum		\$ 126,000.00										\$ 126,000.00
5	"	Geotechnical Testing	Lumpsum		\$ 25,000.00										\$ 25,000.00
6	"	Hazmat Testing	Lumpsum		\$ 30,000.00										\$ 30,000.00
7	"	Permit Fees	Lumpsum		\$ 5,000.00										\$ 5,000.00
8		Traffic Control Plans for Encroachment Permits	Lumpsum		\$ 21,000.00										\$ 21,000.00
9	"	Traffic Control	Lumpsum		\$ 50,000.00										\$ 50,000.00
10	"	Title Reports	Lumpsum							\$ 7,000.00					\$ 7,000.00
11	"	Utility Location/Potholing	Lumpsum		\$ 89,000.00										\$ 89,000.00
<b>TRAVEL</b>															
12	"	Transportation	Lumpsum		\$ 5,000.00								\$ 5,000.00		\$ 10,000.00
13	"	Accommodations and Subsistence	Lumpsum		\$ 4,000.00								\$ 4,000.00		\$ 8,000.00
<b>ADMINISTRATIVE CHARGES</b>															
14	"	Prime Consultant Administration Charges	Lumpsum												\$ -
<b>OTHERS</b>															
15	"	Please specify ...	Lumpsum												\$ -
<b>TOTAL OTHER DIRECT COST</b>				<b>\$ -</b>	<b>\$ 355,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,000.00</b>	<b>\$ -</b>	<b>\$ 371,000.00</b>

**Instructions/Notes:**

1 Refer to RFP Sample Agreement Item 5.6 OTHER DIRECT COSTS (ODCs) for more information about allowable and unallowable ODCs.

<b>Task 2</b>						
	<b><u>Drilling</u></b>	<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Geotechnical Drilling (Geo-Ex)	1	LS	\$97,475	\$97,500	
x	HazMat Drilling (PeneCore)	1	LS	\$9,345	\$9,500	20 direct push cores taken
x	Waste Removal/Hauling	1	LS	\$2,000	\$2,500	
x	Rental Equipment	1	LS	\$5,000	\$5,100	
x	10% Contingency				\$11,400	
	<b>Total</b>				<b>\$126,000</b>	
<b><u>Geotechnical Lab Testing</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Lab Work	1	LS	\$22,000	\$22,800	
x	10% Contingency				\$2,200	
					<b>\$25,000</b>	
<b><u>HazMat Lab Testing</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Lab Work	1	LS	\$27,000	\$27,300	
x	10% Contingency				\$2,700	
					<b>\$30,000</b>	
<b><u>Traffic Control</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	2-Person Crew	10	Days	\$4,500	\$45,500	
x	10% Contingency				\$4,500	
					<b>\$50,000</b>	
<b><u>Traffic Control Plans for Encroachment Permits</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	2-Person Crew	10	Locations	\$2,000	\$20,000	
x	5% Contingency				\$1,000	
					<b>\$21,000</b>	
<b><u>Permit Fees</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Drilling Permits (City & County)	2	EA	\$1,000	\$2,000	
x	Encroachment Permits (City & County)	2	EA	\$1,000	\$2,000	
x	5% Contingency				\$1,000	
					<b>\$5,000</b>	
<b><u>Utility Verification</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Potholing	1	LS	\$62,800	\$63,000	30 potholes
x	Utility Locating (Prior to Drilling)	7	Days	\$3,000	\$21,000	
x	5% Contingency				\$5,000	
					<b>\$89,000</b>	
<b><u>Transportation</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Field Visits	3,359	Miles	0.655	\$2,200	50 trips x \$60 miles per round trip
x	Rental Cars	2	EA	\$500	\$1,000	
x	Airfare	1	LS	\$1,500	\$1,500	
x	5% Contingency				\$300	
					<b>\$5,000</b>	
<b><u>Accommodations</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Hotel	10	Nights	\$250	\$2,600	
x	Per Diem	10	Days	\$100	\$1,200	
x	5% Contingency				\$200	
					<b>\$4,000</b>	
<b>Task 7</b>						
<b><u>Title Reports</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Title Report	8	EA	\$800	\$6,400	
x	10% Contingency				\$600	
					<b>\$7,000</b>	
<b>Task 10</b>						
<b><u>Transportation</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Field Visits	3,359	Miles	0.655	\$2,200	50 trips x \$60 miles per round trip
x	Rental Cars	2	EA	\$500	\$1,000	
x	Airfare	1	LS	\$1,500	\$1,500	
x	5% Contingency				\$300	
					<b>\$5,000</b>	
<b><u>Accommodations</u></b>						
		<b><u>Quantity</u></b>	<b><u>Unit</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>	
x	Hotel	10	Nights	\$250	\$2,600	
x	Per Diem	10	Days	\$100	\$1,200	
x	5% Contingency				\$200	
					<b>\$4,000</b>	
<b>Total ODC</b>					<b>\$371,000</b>	

**Note:** Escalated Rates are for estimation purpose only. Please refer to Section 5 "Compensation" of the "Agreement for Services" for the methodology to calculate annual rate adjustment.

Firm	Staff	Classification	Actual Raw 2023-2024	Tasks 1-7 Escalated Rates	Tasks 8-11 Escalated Rates		
AECOM	Mark Aikawa	Principal-in-Charge	\$158.51	\$162.47	\$172.35		
AECOM	Ahmed Akl	Engineer - Structural	\$76.02	\$77.92	\$82.66		
AECOM	Luis Ayala-Murillo	OCS Engineer Jr	\$35.66	\$36.55	\$38.77	<b>Escalation</b>	
AECOM	Ali Banaei Pour	Engineer - Structural Jr.	\$48.08	\$49.28	\$52.28	Jan-24	1.000
AECOM	Sarah Benjaram	Geologist	\$40.41	\$41.42	\$43.94	Feb-24	1.000
AECOM	Paul Boddie	Engineer - Geotechnical Lead	\$96.33	\$98.74	\$104.74	Mar-24	1.000
AECOM	Alan Boone	Track Lead	\$99.99	\$102.49	\$108.72	Apr-24	1.000
AECOM	Orin Brown	Engineer - Structural Sr.	\$86.68	\$88.85	\$94.25	May-24	1.000
AECOM	Josh Calvelo	Project Engineer Jr.	\$39.43	\$40.42	\$42.87	Jun-24	1.000
AECOM	Catherine Clement	OCS Lead	\$93.06	\$95.39	\$101.19	Jul-24	1.000
AECOM	Jeff Coleman	CAD Specialist - Lead	\$101.33	\$103.86	\$110.18	Aug-24	1.000
AECOM	Dan Cronquist	Engineer - Utilities	\$76.03	\$77.93	\$82.67	Sep-24	1.000
AECOM	Daniel Dekane	Engineer - Electrical	\$43.57	\$44.66	\$47.38	Oct-24	1.000
AECOM	Frank Delgado	Engineer - Architect Sr.	\$91.02	\$93.30	\$98.97	Nov-24	1.000
AECOM	Peter Destefano	Engineer - Lead	\$111.89	\$114.69	\$121.66	Dec-24	1.000
AECOM	Vanessa Doctolero	Project Engineer Lead	\$85.82	\$87.97	\$93.31	Jan-25	1.050
AECOM	Tammy Dow	Certified Value Specialist	\$70.01	\$71.76	\$76.12	Feb-25	1.050
AECOM	Bruce Farrell	Engineer - Architect Lead	\$105.93	\$108.58	\$115.18	Mar-25	1.050
AECOM	Alan Glen	Technical Advisor	\$148.03	\$151.73	\$160.96	Apr-25	1.050
AECOM	Neema Gundarlahalli	Engineer - Electrical	\$44.84	\$45.96	\$48.76	May-25	1.050
AECOM	Thom Guo	Project Engineer	\$58.84	\$60.31	\$63.98	Jun-25	1.050
AECOM	David Harnagel	Engineer - Specifications	\$80.73	\$82.75	\$87.78	Jul-25	1.050
AECOM	Oscar Henriquez	Engineer - Structural Sr.	\$113.30	\$116.13	\$123.19	Aug-25	1.050
AECOM	Sean Jaime	Project Engineer	\$68.26	\$69.97	\$74.22	Sep-25	1.050
AECOM	Cindy Jimenez	Project Engineer	\$57.54	\$58.98	\$62.57	Oct-25	1.050
AECOM	Andrew Jones	CAD Specialist - 3D Visualization	\$63.09	\$64.67	\$68.60	Nov-25	1.050
AECOM	Irfan Kalhoro	CMGC Coordinator/Advisor	\$144.84	\$148.46	\$157.49	Dec-25	1.050
AECOM	Ramtin Kargarmoakhar	Engineer - Structural	\$74.29	\$76.15	\$80.78	Jan-26	1.097
AECOM	Shawn Katebian	Project Engineer	\$57.10	\$58.53	\$62.09	Feb-26	1.097
AECOM	Syed Kazmi	Engineer - Structural Lead	\$146.70	\$150.37	\$159.51	Mar-26	1.097
AECOM	Scott Kelsey	QA/QC Manager	\$118.72	\$121.69	\$129.09	Apr-26	1.097
AECOM	Agatha Kim	Geologist Sr	\$73.08	\$74.91	\$79.46	May-26	1.097
AECOM	Sang Kim	Engineer - Utilities Lead	\$107.69	\$110.38	\$117.09	Jun-26	1.097
AECOM	Swathi Korpu	Engineer - Transportation Sr.	\$94.16	\$96.51	\$102.38	Jul-26	1.097
AECOM	Matt Korve	Project Manager	\$91.32	\$93.60	\$99.30	Aug-26	1.097
AECOM	Ariel Kuo	Project Engineer Jr.	\$40.97	\$41.99	\$44.55	Sep-26	1.097
AECOM	Chiman Lee	CAD Specialist - Lead	\$76.75	\$78.67	\$83.45	Oct-26	1.097
AECOM	Spencer Lee	Engineer - Electrical Sr.	\$88.00	\$90.20	\$95.69	Nov-26	1.097
AECOM	Millette Litzinger	Technical Advisor	\$122.14	\$125.19	\$132.81	Dec-26	1.097
AECOM	Karen Lo	Project Engineer	\$72.34	\$74.15	\$78.66	Jan-27	1.147
AECOM	John Lostra	Constructability Reviews	\$87.16	\$89.34	\$94.77	Feb-27	1.147
AECOM	Chanel Mack	OCS Engineer	\$43.68	\$44.77	\$47.49	Mar-27	1.147
AECOM	Mario Marozzi	OCS Engineer Sr	\$81.04	\$83.07	\$88.12	Apr-27	1.147
AECOM	Lisa Messieh	Project Controls	\$42.87	\$43.94	\$46.61	May-27	1.147
AECOM	Rick Moreland	Project Controls Manager	\$92.18	\$94.48	\$100.23	Jun-27	1.147
AECOM	Erik Newman	Engineer - Geotechnical	\$89.21	\$91.44	\$97.00	Jul-27	1.147
AECOM	Dzung Nguyen	Engineer - Structural Sr.	\$96.05	\$98.45	\$104.44	Aug-27	1.147
AECOM	Thang Nguyen	Engineer - Structural	\$67.98	\$69.68	\$73.92	Sep-27	1.147
AECOM	Kevin Oaks	Engineer - Drainage Lead	\$91.48	\$93.77	\$99.47	Oct-27	1.147
AECOM	John O'Reilly	Estimator Lead	\$113.95	\$116.80	\$123.90	Nov-27	1.147
AECOM	Bryan Paine	Engineer - Civil Lead	\$112.42	\$115.23	\$122.24	Dec-27	1.147
AECOM	Allen Randall	Engineer - Electrical Lead	\$110.94	\$113.71	\$120.63	Jan-28	1.198
AECOM	Alberto Rodriguez-Santiago	Geologist	\$48.07	\$49.27	\$52.27	Feb-28	1.198
AECOM	Mande Schulz	Scheduler Lead	\$96.08	\$98.48	\$104.47	Mar-28	1.198
AECOM	Maria Sedghi	Engineer - Specifications	\$124.07	\$127.17	\$134.91	Apr-28	1.198
AECOM	Scott Shea	Engineer - Transportation	\$63.57	\$65.16	\$69.12	May-28	1.198
AECOM	Angela Shields	Engineer - Transportation	\$71.48	\$73.27	\$77.72	Jun-28	1.198
AECOM	Gus Silva	Engineer - Civil	\$74.72	\$76.59	\$81.25		
AECOM	Josh Sun	Engineer - Utilities	\$64.98	\$66.60	\$70.65		

1.025 Tasks 1-7

1.087 Tasks 8-11

AECOM	Chien Tu	CAD Specialist - Structural	\$56.19	\$57.59	\$61.10
AECOM	Cisco Ubario	Engineer - Electrical	\$65.71	\$67.35	\$71.45
AECOM	Mark Vargas	Engineer - Civil	\$67.31	\$68.99	\$73.19
AECOM	Joy Villafranca	Project Engineer Sr.	\$113.70	\$116.54	\$123.63
AECOM	Dale Wah	Engineer - Structural Lead	\$106.71	\$109.38	\$116.03
AECOM	Ryan Weaver	CMGC Coordinator/Advisor	\$109.47	\$112.21	\$119.03
AECOM	Elliot Wong	Engineer - Transportation	\$96.27	\$98.68	\$104.68
AECOM	Praveen Yerra	Engineer - Civil Lead	\$96.16	\$98.56	\$104.56
Fehr & Peers	Valerie Contreras	Project Coordinator	\$39.90	\$40.90	\$43.38
Fehr & Peers	Jessica Dai	Engineer - Transportation Sr.	\$64.90	\$66.53	\$70.57
Fehr & Peers	Steve Davis	Principal-in-Charge	\$87.50	\$89.69	\$95.14
Fehr & Peers	Mike Johnstone	Engineer - Transportation Sr.	\$63.94	\$65.54	\$69.53
Fehr & Peers	Suzanne Luckjiff	Project Manager	\$82.69	\$84.76	\$89.91
Fehr & Peers	Jim Moser	CAD Specialist - Transportation	\$49.28	\$50.51	\$53.58
Fehr & Peers	Tiffany Nguyen	Engineer - Transportation Jr.	\$42.07	\$43.12	\$45.74
Merrill Morris Partners	Mikaela Burnhart	Engineer - Landscape Architect Jr.	\$38.50	\$39.46	\$41.86
Merrill Morris Partners	Valerie Conant	Engineer - Landscape Architect Sr.	\$54.50	\$55.86	\$59.26
Merrill Morris Partners	Liz Giron	Engineer - Landscape Architect Jr.	\$35.00	\$35.88	\$38.06
Merrill Morris Partners	Cathy Merrill	Engineer - Landscape Architect Lead	\$80.00	\$82.00	\$86.99
Merrill Morris Partners	Cristina Plemel	Engineer - Landscape Architect Jr.	\$33.65	\$34.49	\$36.59
Merrill Morris Partners	John Potis	Engineer - Landscape Architect Sr.	\$54.50	\$55.86	\$59.26
Merrill Morris Partners	Venus Yuan	Engineer - Landscape Architect	\$48.07	\$49.27	\$52.27
Pacific Railway Enterprises, Inc.	Kenneth Clark	Sr. Railroad Systems Technologist I	\$60.00	\$61.50	\$65.24
Pacific Railway Enterprises, Inc.	Donovan Hirsch	Sr. Railroad Systems Technologist IV	\$103.00	\$105.58	\$112.00
Pacific Railway Enterprises, Inc.	John Kincl	Sr. Railroad Systems Technologist I	\$66.00	\$67.65	\$71.76
Pacific Railway Enterprises, Inc.	Brandy Nethken	Signal Designer III	\$41.75	\$42.79	\$45.40
Pacific Railway Enterprises, Inc.	Eric Perez	Railroad Systems Technologist III	\$56.00	\$57.40	\$60.89
Pacific Railway Enterprises, Inc.	Eric Roe	Sr. Systems Engineer	\$96.00	\$98.40	\$104.38
Pacific Railway Enterprises, Inc.	Jennifer Seccombe	Sr. Systems Engineer	\$115.00	\$117.88	\$125.04
Towill	John Thomas	Survey Manager	\$76.92	\$82.39	\$85.31
Towill	Matthew Vielbaum	Surveyor	\$56.33	\$60.05	\$63.70
Towill	Touko Vue	Surveyor	\$47.50	\$55.02	\$58.36

**THE AGREEMENT**  
**BETWEEN**  
**PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)**  
**AND**  
**STACY AND WITBECK, INC. (CONTRACTOR)**

**AGREEMENT SUMMARY<sup>1</sup>**

**Board of Directors' Date of Award:** December 7, 2023

**Resolution Number:** 2023-

**Effective Date of Agreement:** December 15, 2023

**Services to be Performed (Section 1):** San Mateo Replacement Parking Track Project

**Term of Agreement (Section 2):** Base Bid 365 days from the Limited Notice to Proceed (LNTP).

**Contractor's Key Representative**

**Name:** Jim Prior

**Title:** Assistant Secretary

**Email Address:** SWICalEst@stacywitbeck.com

**Phone:** 510-748-1870

**Mailing Address:** 2800 Harbor Bay Parkway  
Alameda, CA 94502

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<sup>1</sup> This summary is provided for convenience only and it qualified by the specific terms and conditions of the Agreement, which will control in the event of any conflict between this summary and the terms of the Agreement.

## **AGREEMENT**

This Agreement is made and entered into by and between, Stacy and Witbeck, Inc. hereinafter called "CONTRACTOR" and the Peninsula Corridor Joint Powers Board, hereinafter called "AGENCY" and collectively referred to as "PARTIES".

The PARTIES agree as follows:

### **1. SCOPE OF WORK**

The CONTRACTOR shall perform all work necessary to complete the contract for the San Mateo Replacement Parking Track project in a satisfactory manner. The CONTRACTOR shall furnish and install all materials, equipment, tools, labor, and incidentals necessary to complete the work. In accordance with the component parts of this Agreement, this public works project, San Mateo Replacement Parking Track, consists of the following:

1. Build a parking track off MT-2, between MP 18.3 and MP 18.6.
2. Relocate the existing signal house as shown in the plans.
3. Build a maintenance road in the Caltrain right of way, from the 9<sup>th</sup> Avenue crossing to 14<sup>th</sup> Ave.
4. Build a concrete block screen wall along Railroad Ave. between 10<sup>th</sup> Avenue and 14<sup>th</sup> Avenue.
5. Provide new domestic water and electrical service for a new irrigation system.
6. Build a new vehicular gate at the 9<sup>th</sup> Avenue access road entrance, a new pedestrian gate near the corner of 11<sup>th</sup> Avenue and Railroad Avenue and new fencing as shown in the plans.
7. New landscaping as shown in the plans.
8. Other work as specified in the Bid Documents specifications and drawings. The Contractor shall perform all works necessary to complete the Project in a satisfactory manner.

The work is more fully described in the Technical Specifications and Plans contained in the Contract Documents, which are attached and incorporated to this Agreement by reference.

### **2. TIME OF COMPLETION**

After Contract execution, the CONTRACTOR shall begin work as of the effective date of the Limited Notice to Proceed, and shall diligently prosecute all of the work under this Contract in all parts and requirements as defined in the Contract Documents.



### 3. CONTRACT PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the not-to-exceed Grand Total Bid Price of Five Million Eight Hundred and Seventy-Eight Thousand Four Hundred and Twenty Four dollars (\$5,878,424), plus a 10 percent contingency amount or up to \$150,000, which may be used at the AGENCY's discretion if necessary for unforeseen work only, in accordance with the Contract Documents. The AGENCY will pay the CONTRACTOR at the time and in the manner provided in the Contract Documents.

### 4. COMPONENT PARTS

This Agreement hereby incorporates all components of the following, collectively referred to as "Contract Documents," including the Notice Inviting Bids, bid specifications, technical specifications, plans, drawings, bid guaranty, performance bond, payment bond and all addenda, attached hereto and incorporated by reference:

- 1 Contract Change Orders
- 2 This Agreement
- 3 Addendum, if any
- 4 Bid Forms, as accepted by the AGENCY, Bid security, performance bond, and payment bond
- 5 Technical Specifications (Divisions 02 through 20 as applicable) and Contract Drawings
- 6 The Procurement and Contracting Requirements (Division 00)
- 7 Supplemental General Conditions
- 8 The General Requirements (Division 01)

In the event of a conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first listed-document having the highest precedence and the last-listed documents having the lowest precedence.

### 5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Contract shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the AGENCY, at 1250 San Carlos Ave., San Carlos, CA 94070, or at any other address which either party may subsequently designate in writing to the other party.

**Insurance Certificates, an original, shall be sent to:**

Peninsula Corridor Joint Powers Board  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 198  
Long Beach, CA 90801  
[smt.certificates@instracking.com](mailto:smt.certificates@instracking.com)

**Preliminary Notices and Stop Payment Notices shall be sent to:**

Peninsula Corridor Joint Powers Board

Attn: Angie Myrechuck

1250 San Carlos Avenue

San Carlos, CA 94070

[AcenasA@samtrans.com](mailto:AcenasA@samtrans.com)

**6. GOVERNING LAW**

This Contract shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Contract shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

**AGENCY:**

Peninsula Corridor Joint Powers Board  
Secretary  
1250 San Carlos Avenue  
San Carlos, CA 94070  
(650) 508-6270

**CONTRACTOR:**

Stacy and Witbeck, Inc.

2800 Harbor Bay Parkway

Alameda, CA 94502

510-748-1870

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

**7. WAIVER**

Any waiver of any breach or covenant of this Contract must be in writing, executed by a duly authorized representative of the Party waiving the breach. A waiver by any of the Parties of a breach or covenant of this Contract will not be construed to be a waiver of any succeeding breach or any other covenant, unless specifically and explicitly stated in such waiver.

**8. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Contract are binding upon and inure to the benefit of the Parties and their respective successors, assigns, and legal representatives.

**9. ENTIRE AGREEMENT/MODIFICATION**

This Contract, including all Exhibits, constitute the complete Contract between the Parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both the CONTRACTOR and the AGENCY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the Effective Date.

**PENINSULA CORRIDOR JOINT  
POWERS BOARD**

**CONTRACTOR<sup>2</sup>**

Print name: Michelle Bouchard

Print name: Jim Prior

Title: Executive Director

Title: Assistant Secretary

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST By: \_\_\_\_\_  
Dora Seamans  
Agency Secretary

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Signature: \_\_\_\_\_

\_\_\_\_\_  
Attorney for the Agency

Date: \_\_\_\_\_

<sup>2</sup> If bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the Agency is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If the CONTRACTOR is a limited liability company (LLC), the Agreement must be executed by an officer or member who has the full and proper authorization to bind the LLC. The officer or member must provide evidence satisfactory to the Agency indicating the individual's authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operating agreement.

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