

**AGREEMENT FOR ENVIRONMENTAL, ARCHITECTURAL AND
ENGINEERING SERVICES
FOR THE "PARK ONCE" PARKING STRUCTURE
FOR THE CITY OF REDLANDS**

This agreement for environmental, architectural and engineering services for the "Park Once" Parking Structure Project "Agreement") is made and entered into this 18th day of January, 2011 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Watry Design Corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide environmental, architectural and engineering services for City's "Park Once" Parking Structure Project (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and applicable state prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Mr. Timothy Wilson as City's representative to Consultant with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions regarding the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule."
- 4.2 During the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by City for the proper completion of the project or work for which the Services are being performed, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by the Parties by written amendment to this Agreement, executed by the City Manager. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City.
- 4.3 This Agreement's "Scope of Services" provides for, and the "Project Schedule" contemplates, conferences, as needed, visits to the site, and inspection of the work by representatives of the State or FHWA. Any environmental documents associated with the work for which the Services are performed will not be considered "complete" until final FHWA and/or State approval.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Two Hundred Eighty Five Thousand Dollars (\$285,000). City shall pay Consultant on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C" entitled "Project Costs," and based upon the hourly rates shown in Exhibit "D," entitled "Rate Schedule." Both Exhibits "C" and "D" are attached hereto and incorporated herein by this reference. The "Project Costs" and "Rates" shall be paid in accordance with the "Cost Principles and Procedures" set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., which shall be the governing factors regarding allowable elements of cost. Further, the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are incorporated herein by this reference. Such cost requirements also apply to all subcontracts in excess of \$25,000.
- 5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice, provided (1) the Services reflected in the invoice were performed to the reasonable satisfaction of City in accordance with the terms of this Agreement, and (2) that related expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of the Agreement.

- 5.3 Project communications and notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Mr. Timothy Wilson
Municipal Utilities and Engineering Dept.
City of Redlands
35 Cajon Street, Suite 15A
Redlands, CA 92373
Phone (909) 798-7584 X 6

Consultant

Ms. Michelle Wendler, AIA
Watry Design, Inc.
JN#10072.312
1700 Seaport Blvd, Suite 210
Redwood City, CA 94063
(650) 298-8150 or (949) 955-7922
(Newport Beach Office)

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to who notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. The insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Consultant shall secure and maintain Worker's Compensation and Employer's Liability insurance throughout the term of this Agreement in accordance with the laws of the State of California, with an insurance carrier acceptable to City.
- 6.3 Consultant shall secure and maintain throughout the term of this Agreement comprehensive general liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000) per claim made.
- 6.5 Consultant shall secure and maintain throughout the term of this Agreement business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection

with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

- 6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by Consultant's and its officers', employees' and agents' sole negligent acts or omissions in performing the Services.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make or participate in:

(i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;

(ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;

(iii) authorizing City to enter into, modify or renew a contract;

(iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;

(v) granting City approval to a plan, design, report, study or similar item;

(vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.
- 7.4 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement; and that Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability, or at its discretion, to deduct from Consultant's compensation or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 7.5 The provisions of Exhibit 10-Q "Disclosure of Lobbying Activities," attached hereto in Exhibit "E," are incorporated herein by this referenced

ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 In the event of any dispute between the Parties relating to this Agreement, a Party shall serve on the other Party (a) written notice of the claim comprising the dispute, specifying the exact amount of the claim and the provisions of this Agreement or other authority for the claim; and (b) a copy of all supporting documents. Within ten (10) business days after service, the responding Party shall serve on the serving Party (a) a written response, setting out its position and specifying the provisions of this Agreement or other authority relied upon; and (b) a copy of all supporting documents. Within five (5) days after service of the response, the Parties shall meet to discuss resolution of the dispute. The written dispute notice and response and the documents produced, but not the subsequent discussions, are admissible in any subsequent proceeding. After negotiation, either Party may pursue any legal or equitable remedies available to such Party. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Project related documents, records, drawings, designs, cost estimates, electronic data files, databases and other documents developed by Consultant in connection with its performance of the Services, and copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk. FHWA and state shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use

the work for government purposes. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included as appropriate. The responsible consultant/engineer shall sign all plans, specifications, estimates and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number. Consultant shall comply with all applicable design standards in force during the execution of the contract.

8.4 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any of its agents shall have control over the conduct of Consultant or Consultant's employees. Consultant shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.5 Termination.

A. Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City.

B. This Agreement may be terminated by City, in its sole discretion, by providing thirty (30) days' prior written notice to Consultant (delivered by certified mail, return receipt requested) of City's intent to terminate.

C. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant.

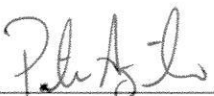
D. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City by the state, FHWA, or their duly respective authorized representatives at the office of Consultant.

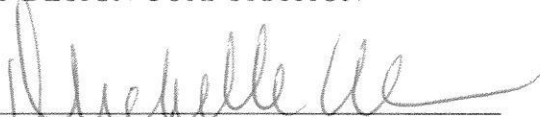
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.9 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.
- 8.10 The provisions of Exhibits 10-F, "Certification of Consultant, Commissions & Fees," and 10-G, "Certification of Agency," are attached hereto in Exhibit "E" and incorporated herein by this reference.
- 8.11 City has an Underutilized DBE goal for this Agreement of one-percent (1%). Consultant must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit "E" "Notice to Proposers Disadvantaged Business Enterprise Information." Consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: 
Pete Aguilar, Mayor

WATRY DESIGN CORPORATION

By: 
Ms. Michelle Wendler, Principal Architect

Attest:


Sam Irwin, City Clerk

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A SCOPE OF WORK

Watry Design, Inc. has prepared the following the Scope of Work based on the requirements of the RFP and our subsequent conversations.

A. Participate in the Following Meetings:

1. Kick-off meeting
The Consultant shall meet with the City and Caltrans staff to go over the project schedule, the Scope of the Environmental Reports, design ideas, and other issues. The Environmental Reports approval is the primary goal. Only WDI and RBF will attend this meeting.
2. Public Input
Public input will be received through the public hearing associated with the CUP.
3. Design Review
The Consultant shall meet with the City staff to go over the 90% submittal. Only one WDI representative will attend this meeting.
4. Conditional Use Permit:
The consultant shall provide exhibits, and attend one planning commission meeting. Other meetings on this topic with staff will be via WebEx. Only one WDI representative will attend this meeting.
5. Other Meetings
The Consultant shall attend other meetings as directed by City staff which will be conducted via webex.

B. Environmental Studies:

Using the existing Conceptual Project Design and the Caltrans Response to the Preliminary Environmental Study, the environmental reports will be prepared as follows:

- 1) Construction Related Noise Study is not required Compliance with Caltrans Standard Specifications 14-8.02 and SSP S5-310 is required.
- 2) Air Quality Report for Caltrans review and approval is required.
- 3) Hazardous Materials/Waste Initial Site Assessment checklist for Caltrans review and approval is required.
- 4) Biological Checklist for Caltrans review and approval is required.
- 5) Visual Resources Checklist for Caltrans review and approval is required
- 6) Cultural Study: APE Map; HPSR w/ASR and HRER with a Finding of Effect Report for Caltrans review and approval is required
- 7) Location Hydraulic Study
- 8) Summary Floodplain Encroachment Report
- 9) Traffic analysis memo of 2 intersections for CUP

These reports will be completed in compliance with the NEPA Pilot Program MOU that became effective July 1, 2007. Pursuant to the MOU and Section 6005 of SAFETEA-LU codified at 23 U.S.C. 327 (a)(2)(A), FHWA has assigned , and Caltrans assumed all the United States Department of Transportation (USDOT) Secretary's responsibilities under NEPA. The consultant must do formal QC of environmental documents and technical reports paralleling Caltrans standards, to be confirmed by use of "External QC Form" provided to Caltrans.

<http://www.dot.ca.gov/ser/forms.htm> Environmental Documents, technical reports, summary lists of environmental commitments to be incorporated into the P,S &E and permits to Caltrans DLAE for file for audits and process reviews to provide rapid response from FHWA. Additional engineering reports are required as noted below and support the future submittal of P, S and E to Caltrans and FHWA.

Task 1.0 Environmental Approval

The RBF Team would provide management and analysis services to complete the NEPA Categorical Exemption(CE) and supporting technical studies.

December 27, 2010

Task 1.1 Project Kick-Off and Project Description

Based upon the kick-off meeting discussion and City direction all available documentation and files on the project would be provided to the RBF team in order to expedite the first leg of the project - existing data review and research.

Task 1.2 Research and Investigation

Following the project kick-off meeting, the RBF team will review all available data, including engineering/feasibility studies, environmental studies, planning documents, and engineering studies for the project. RBF will utilize as much existing data as possible and supplement where necessary. The RBF team will identify data gaps, additional data needs and environmental survey or assessment constraints, such as seasonal survey limitations and compatibility with the project schedule.

Task 1.3 Technical Studies

The following environmental issue areas may need further review and/or analysis for NEPA compliance. The work efforts associated with each of these issue areas is provided below.

Biological Resource Services

Natural Environment Study – Minimal Impact (NES-MI)

Consultant will review previously prepared study to ensure that the literature review is up to date and document any existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (California Department of Fish and Game, 2007) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2007), will be examined. In accordance with Caltrans guidelines, Consultant will re-submit, if necessary, a letter to the U.S. Fish and Wildlife Service requesting a list of threatened and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES-MI. The Biological Study Area (BSA) will be determined through coordination with a Caltrans Biologist.

The fieldwork will be conducted by qualified RBF and Consultant biologists in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped.

If the project scope is expanded to a full NES, a revised scope and fee will be submitted to the City.

A jurisdictional delineation, described below, will be conducted as part of this NES-MI. Additional focused surveys that may be required are described in the Potential Additional Technical Studies section below.

Consultant will prepare an NES-MI that will include a description of the field methods used and the results of the biological evaluation of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring.

The proposed scope of services includes preparation of a draft NES-MI to be reviewed by (1) the City of Redlands, and (2) Caltrans. RBF will prepare and distribute up to five copies of the NES-MI for each of the three review cycles and will respond to comments and update the NES-MI as needed for completion of each cycle.

The Consultants biologists will be available to attend up to three team meetings, including PDT meetings.

Focused Surveys for Special Status Species.

Based on the results of a literature review, the proposed project may have potential effects to special status species. If the general biological field survey reveals that suitable habitat is present for the species

identified during the preparation of the NES-MI, then additional surveys may be required in order to determine the presence or absence of such species. The scope of these surveys would be dependent on the extent of habitat to be surveyed for a particular species, and coordination with the U.S. Fish and Wildlife Service (USFWS) and/or California Department of Fish and Game (CDFG) as appropriate. Since the scope and nature of the surveys has not yet been determined, the cost for focused surveys cannot be accurately estimated. Consultant will prepare letter reports summarizing the results of any necessary focused surveys.

If threatened or endangered species may be affected by the project, coordination with the USFWS and CDFG will be required for compliance with the Federal/State Endangered Species Acts.

In the event that endangered species or critical habitats are present, Consultant will be available to provide assistance with the Endangered Species Act Section 7 Consultation process, including preparation of the Biological Assessment, attendance at meetings, coordination with the project team, responding to information requests from the U.S. Fish and Wildlife Service, and researching mitigation options. Assistance with the Section 7 Consultation process is not an included task, but a scope and fee can be provided if necessary. Until the field work and NES have been completed, the cost for preparation of a Biological Assessment is an estimated cost to complete 7 Consultation services.

Cultural Resource Services

In coordination with Caltrans District 8 Professionally Qualified Staff (PQS) and the District Local Assistance Engineer, we will define the project's Area of Potential Effects (APE) for paleontological, archaeological, and built environment resources and prepare a draft APE map for Caltrans/FHWA approval.

Archival and library research will also be completed to determine the existence of previously recorded cultural and paleontological resources within the project boundaries plus a one mile radius of the proposed project site. Records pertaining to paleontology will be searched at the Department of Earth Sciences, San Bernardino County Museum and in published sources. In addition, geological maps and paleontological literature will be reviewed. Records and historical maps pertaining to archaeology and history will be searched at the San Bernardino Archaeological Information Center, also housed at the San Bernardino County Museum.

A record search for sacred lands will be requested from the Native American Heritage Commission. In addition, we will send subsequent letters to all Native Americans the Commission recommends be contacted to ascertain if known Native American archaeological resources are present within or immediately adjacent to the proposed project site. Likewise, local historic preservation groups will also be contacted by letter to solicit any information regarding historical properties within or immediately adjacent to the proposed project site. This background research will be required to provide brief contexts for evaluating potentially significant cultural and paleontological resources that may be affected by the proposed project.

An intensive field survey of the project APE will be completed and all potentially significant archaeological, historical, and/or architectural properties will be fully documented on the appropriate State of California Department of Parks and Recreation Site Record Forms. Any cultural resources observed will be photo documented and their location recorded using a high resolution GPS device (Trimble). Two people can complete the survey in one day including travel.

In accordance with Caltrans' SER, deliverables at the completion of our studies will be a Historic Properties Survey Report (HPSR) with an appended Archaeological Survey Report (ASR) and a Historic Resources Evaluation Report (HRER). A combined Paleontological Identification Report and Paleontological Evaluation Report (PIR/PER) will also be prepared as part of the project. Project-specific mitigation pertaining to cultural and paleontological resources will also be recommended as appropriate in the HPSR and PIR/PER. Finally and in consultation with Caltrans District 8 PQS and the State Historic Preservation Officer (SHPO), a Finding of Effect (FoE) report will be prepared which will Concur on No Effect, No Adverse Effect with Standard Conditions.

Air Quality Assessment

RBF will update the air quality analysis technical study and global climate change documentation consistent with Caltrans SER guidelines, to include a discussion on the current status of the California Clean Air Act and the San Diego Air Pollution Control District's (SDAPCD) 2009 Regional Air Quality Strategy Revision (RAQS). Existing pollutant data will be obtained from the nearest SDAPCD monitoring station.

Emission factors will be based on the use of EMFAC7 and U.S. EPA 42 emission factors. Consistency with the 2009 Regional Air Quality Strategy Revision (RAQS) will be evaluated based upon Conformity Analysis criteria for public works projects.

Utilizing the CEQA compliant air quality analysis to the maximum extent possible, RBF will provide additional analyses that are required per FHWA Conformity requirements ensuring the additional analyses are performed and documented in consistency with Caltrans SER guidelines.

Hazardous Materials Checklist

RBF will prepare a Preliminary Hazardous Materials Memorandum (Memorandum) for the proposed project. This scope of work assumes that all work would be conducted within existing roadway right-of-way. Materials that may constitute a hazardous waste include, but are not limited to, petroleum products, pesticides, organic compounds, heavy metals, or other compounds injurious to human health and the environment. RBF will prepare a Memorandum consistent with the Caltrans Standard Environmental Reference (SER), Chapter 10, Hazardous Materials, Hazardous Waste, and Contamination, as defined by this scope of work. The Memorandum will include the Phase I Initial Site Assessment (ISA) Checklist, as required by Caltrans. RBF will review Federal, State, tribal, and local agency records regarding known hazardous material sites/handlers. All identified regulatory sites, within the project boundaries, will be included within the Memorandum. RBF will utilize the industry's standard database provider, Environmental Data Resources, Inc. (EDR), in order to obtain the regulatory database information. RBF will prepare a memorandum that discusses the EDR report and identifies the potential of environmental conditions within the project site from the regulatory properties reported within and surrounding the project site. An electronic PDF format of the Preliminary Hazardous Materials Memorandum and associated attachment(s) shall be forwarded approximately fifteen (15) working days from notice to proceed.

A site visit will also be performed. The purpose of the site visit is to provide a visual inspection with regards to existing conditions. Observations of the on-site exterior areas as well as adjoining properties will be made. RBF assumes that the site visit will be conducted from areas of public right-of-way.

This task does not include the review of records maintained by lead State regulatory agencies, nor does it include a literature review, review of chain-of-title, exhibits, or historical maps. The Memorandum is not

intended to provide specific qualitative or quantitative information as to the actual presence of hazardous materials at the site, but is to merely identify the potential presence pursuant to this scope of work. This scope specifically excludes laboratory testing, field sampling, environmental lien searches, and chain of title documents. This can be provided as an additional services as described under the Soils Report section.

Visual Impact Assessment Guide

The RBF Team shall prepare the Visual Impact Assessment Guide, consistent with Caltrans SER Guidelines. The Visual Assessment Guide will result in the determination of the level of visual analyses that will be required. Based on the determination made in the PES form, it is anticipated that RBF will prepare a brief visual assessment memorandum consistent with the Caltrans Standard Environmental Reference (SER), including the Visual Assessment Guide. The NEPA compliant memorandum will briefly characterize the existing aesthetic environment and visual resources to establish a baseline for comparison of how views of the site may be altered with project implementation.

Location Hydraulic Study (LHS)

A Location Hydraulic Study (LHS) will be prepared and will include information from research and data collection, a base map, and an alternatives analysis. The LHS will determine if there is a significant encroachment or impact to the base flooding. A preliminary technical design study will be prepared which documents the hydraulics and design for the channel improvements associated with the project. The engineering analysis will be compiled in a technical appendix, which includes all calculations, hydrology and channel hydraulics. The analysis and assumptions regarding the background for the design will be summarized. This report will be prepared using the LHS Form provided in the Caltrans Standard Environmental Reference (SER).

Summary Floodplain Encroachment Report

As a follow-up report to the LHS described above, a Summary Floodplain Encroachment Report will be prepared based on the findings of the LHS and the hydraulic modeling of the proposed project. The report will detail the project description; alternatives to encroachment; impacts of the project on incompatible development; impacts of the project on natural and beneficial floodplain values; and measures to minimize floodplain impacts. This report will be prepared using the Summary Floodplain Encroachment Report format provided in the Caltrans Standard Environmental Reference (SER).

Traffic Study

Study Approach

The traffic analysis will be focused at two (2) intersections (Stuart & Eureka, and Stuart & Orange). This will address the operational impacts in the immediate vicinity of the garage

Study Assumptions

The following simple, focused approach and methodologies are assumed for the traffic analysis for the purposes of this proposal:

- Proposed 400-space parking garage.

- An MND is the expected environmental vehicle for processing.
- Study horizon year of 2015/2016.
- Use general background growth factors for traffic growth to 2016 (based on background growth rates in Specific Plan Study). No specific Related Projects list.
- Assume Redlands Rail Line, and trip generation/distribution quantities used in Specific Plan Study.
- Use existing City standards for Level of Service and determination of significant impacts (modifications proposed in Specific Plan not yet adopted).
- The analysis will assume (and so state) that beyond the two intersections studied, the parking garage traffic would either (a) be related to the Redlands Rail Line (which is analyzed elsewhere in separate documents) or (b) already on the downtown roadways and merely being redistributed because of the garage - growth in traffic other than for the Redland Rail Line would be analyzed either in separate documents or is included in the Specific Plan EIR. The Parking Garage does not generate trips as of itself – so the analysis is focused on the operational impacts of the garage in its immediate vicinity.

Study Tasks

1. Use existing conditions traffic counts from Specific Plan Study – growth factored to 2010 conditions. Identify existing LOS at Stuart & Eureka and Stuart and Orange.
2. Identify 2015/2016 Future Without Project Background Conditions and LOS.
3. Identify likely trip generation and distribution of trips from Parking Garage in A.M. and P.M. peak hours. Use information from Specific Plan Study.
4. Assign Garage trips to roadway system. Identify turn movements at garage driveways in peak hours – to assist in design of garage. Identify Future With Project LOS at the two study intersections. Determine if significant impacts and identify/analyze appropriate mitigation(s) if necessary (expected to be taken from mitigation improvement list in Specific Plan).
5. Document analysis in Draft Technical Memorandum format suitable for inclusion in MND. Prepare Final Technical Memorandum based on review Draft by City (minimal edits assumed). It is assumed that the environmental firm will summarize into the MND.
6. Attend up to two meetings with City staff/Project Team and two conference calls during the course of the analysis.

Task 1.4 Environmental Document

Through the preparation of Categorical Exclusion CE with supporting technical studies, RBF will evaluate the environmental concerns and identify necessary measures to mitigate impacts of the project. RBF will utilize the Caltrans SER Guidelines, making any legislative updates, as necessary under NEPA. This scope of work has been completed for a CE. Should the City determine that mitigation measures are required or impacts cannot all be mitigated to a less than significant level, the project would most likely require preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS). If an EA or EIS is required, a separate scope of work and budget can be prepared for alternative environmental documentation. RBF will also prepare the Categorical Exclusion Form in compliance with NEPA to submit for approval by Caltrans.

Task 1.5 Mitigation Monitoring Program/Environmental Commitments Record

Prior to City approval, RBF will prepare a mitigation monitoring plan/environmental commitments record, including monitoring forms, to assist the City in implementing the mitigation measures contained in the EA.

C. Prepare a new Conceptual Design in conjunction with a City CUP/Site Plan Approval process

As part of the environmental report process, a Conditional Use Permit/Site Plan Approval is required to be processed through the City of Redlands Development Services Department. The Consultant will prepare applications and exhibits for the "Park Once" plan. After staff establishes preliminary design direction, the Consultant will prepare a conceptual plan for the parking structure that meets the program goals and site constraints for City review and approval. The consultant will then prepare two architectural style sketches on the approved plan for City review and approval. Upon selection of an architectural direction the Consultant will provide a final color 36-inch by 48-inch Conceptual Plan exhibit mounted on foam board for presentation to Development Review Committee, Planning Commission and City Council. This will include a 3D rendering of the proposed concept.

The program shall be a 4 level Parking Structure of 400 spaces minimum. The Conceptual Design will also include a rail oriented transit center/commercial area. This rail oriented transit center/commercial area may be incorporated within the footprint of the garage, or may be adjacent to the garage on site. The design of this commercial area will be limited to the conceptual portion of this project only, and will be defined sufficiently to create a functional, workable retail area, however the more detailed Parking Structure preliminary plans will include stub outs to this area for all underground utilities such as Sewer, Water, Gas, Electricity and Communication conduit to support the proposed future commercial facilities. The area surrounding the Parking Structure shall include lighting standards, benches, trash and recycling containers, bicycle racks irrigation controllers, landscaping with trees, ground cover and other building facilities.

The purpose of the Concept Design Phase is to understand, confirm, and define the program, schedule, circulation, function, and aesthetics of the proposed parking structure. Watry Design will evaluate existing conditions and actions to date including becoming familiar with site and the surrounding uses, vehicle and pedestrian circulation around the site, access patterns, utility locations, as well as previous reports, studies and documents related to the project.

Watry Design will consider and confirm City codes such as setback and height.

Watry Design will meet with the City Project Team to verify project objectives, gain insight into the past and current site conditions and discuss opportunities and constraints.

Watry Design will consider contextual sensitivity of surrounding properties and incorporate green technologies into the project following sustainable design and LEED Standards best practices for Parking Structures.

Watry Design will analyze and design a rail oriented transit/commercial area. This rail oriented transit center/commercial area may be incorporated within the footprint of the garage, or may be adjacent to the garage on site. The design of this rail oriented transit center/commercial area will be limited to the conceptual portion of this project only, and will be defined sufficiently to create a functional, workable retail area.

Watry Design will prepare preliminary architectural site plans and elevations in accordance with project goals and consistent with the application requirements for a Conditional Use Permit and in accordance with task details identified in Exhibit C – Fee Schedule. This will include preliminary landscape architecture and conceptual adjacent streetscape plans on the project side of the street. One site plan will be created which indicates conceptual site layout, landscape treatment and grading. Watry Design will create a façade design to ensure a contextually sensitive design that relates to the adjacent streets and is attractive to all modes of transportation.

Watry Design will prepare a computer generated 3 D model of the approved concept design in context of its surroundings as part of the deliverables under this section. We will prepare up to 4 views of the model.

Watry Design will prepare a preliminary estimate of probable construction cost of the Parking Structure and rail oriented transit center/commercial area.

D. Soils Report

The Consultant will provide a soils report stamped and signed by a Civil Engineer which provides an analysis of the existing soils conditions, recommends a pavement section for asphalt, provides sufficient information for building and foundation design. The report shall recommend construction procedures for the Parking Structure. Information shall also be provided, based on the soil type and characteristics, regarding any soil amendment needed for growing grass or other recommended plants and trees.

The purpose of our geotechnical services will be to evaluate the geotechnical characteristics of the subsurface soils as they pertain to the preliminary design and construction of the proposed parking and associated improvements. Our geotechnical report will include preliminary recommendations regarding foundation system design, earthwork operations, trenching and backfill, and pavement design.

Regional geologic maps indicate that the site is underlain by Quaternary age wash deposits. In general, these deposits are comprised of unconsolidated, interbedded layers of sand and gravel. The project site is not located within an area considered to have the potential for soil liquefaction and is not located within a State of California Earthquake Fault Zone (formerly Alquist-Priolo Zone) for special studies.

Our scope of geotechnical services will include:

- Project coordination and review of readily available geologic maps, published literature, stereoscopic aerial photographs, in-house information, and reports and/or plans provided by the client.
- Geotechnical site reconnaissance to select and mark the proposed boring locations, and to coordinate with on-site personnel and Underground Service Alert for underground utility location.
- As requested in the RFQ, subsurface exploration consisting of the excavation, logging and sampling of three exploratory hollow-stem auger borings drilled to a depth of up to approximately 50 feet, or refusal, whichever is shallower, within the area of the planned improvements. The borings will be logged by a representative from our firm, and bulk and relatively undisturbed soil samples will be collected at selected intervals for laboratory testing.
- Laboratory testing of representative soil samples to evaluate in-situ moisture and dry density, gradation, percentage passing the No. 200 sieve, consolidation, expansion index, shear strength, soil corrosivity, R-value, and sulfate content of the on-site soils.
- Data compilation and geotechnical analysis of the field and laboratory data, including analyses to evaluate and provide recommendations pertaining to the following:
 - Suitability of the site, from a geotechnical standpoint, for the planned construction of the new parking structure, associated improvements and future improvements.
 - Description of the geology and on-site soils anticipated at the site, including an evaluation of the geologic hazards present at the site. The liquefaction hazard will be evaluated and the magnitude of potential dynamic settlement will be estimated.
 - Evaluation of the site seismicity, including anticipated ground accelerations and CBC seismic design criteria.
 - Evaluation of the expansion potential of the near surface soils.

- Excavation and compaction requirements, including preparation and compaction of the building pad sub-grade, trench backfill and wall backfill.
- Preliminary foundation engineering to evaluate the appropriate foundation types, including spread footings and pile foundations.
- Evaluation of the corrosion potential of the site soils and the appropriate type of concrete to be utilized during construction.
- Preparation of a preliminary geotechnical report presenting our findings, conclusions and recommendations for the project.

E. Prepare "Preliminary Design" Plans.

Based on the approved "Conceptual Design", the "Preliminary Design" Plans will consist of Plans, and Estimates for a Parking Structure and associated transit center. All plans are to be suitable for City of Redlands Building and Safety Department typical plan check review and approval. (Caltrans P, S. and E is not part of the work of this contract and the City approved and completed plans will be set aside for future implementation of the project.) Actual plan check response is not assumed under this proposal.

1. Survey the Existing Property

A design level topographic survey at 20-scale, a record boundary. The Consultant shall prepare a topographic survey of the property to obtain enough vertical information to determine design and drainage of the site to centerline of the Stuart Ave street frontage. Exclusions include a record of survey, plotting of easements, setting of monuments, any type of utility research, plotting of record utilities.

2. Civil Engineering Plans

Plans, will be prepared by the Civil Engineer, showing the proposed site improvements such as drainage facilities, parking structure, driveways, signage, location and all trash/recycling enclosures (double bin), ramps, stairs, site lighting, etc., shall be shown on the grading plans. No work within the Public Street Right of Way for Stuart Avenue will be prepared at this time. Access to structure will be assumed based on the concept drawing indicating how the structure would coordinate with future street improvements. This will include one utility plan and one grading and drainage plan. A WQMP for approval by the City of Redlands shall be part of this work.

3. Architectural Plans and details

The Design Team will provide Architectural plans and details in conformance with the approved conceptual plan.

4. Structural Plan, details and calculations

Based on the soils report and approved preliminary design, the Design Team will provide structural design of sufficient detail to support the project structures. This work may require small retaining wall design, signage, lighting standards bases and flag pole bases, the parking structure, accessory facilities etc. It is assumed that the framing system is a typical parking structure framing system.

5. Landscaping Improvement Plan

The Design Team shall provide a plan showing details sufficient to install landscaping improvements such as trees, grass, rocks, soil amendment, irrigation system, etc. It is assumed that state mandated water ordinance applications, calculations, schedules, plans and irrigation audit reports will not be required at this time.

6. Mechanical/Plumbing Plan

It is assumed that the project will be naturally ventilated. Plumbing plans will be prepared that indicate drainage from the parking decks will be included.

7. Photometric/Lighting/Electrical Plan

The Design Team will provide a plan showing details sufficient to construct lighting within the facility to support night use compliance with the 2010 California Building Code. The lighting shall

also be designed around the perimeter of the facility as designated by the CUP. It is assumed that the lighting will be energy efficient fluorescent lighting.

8. Technical Specifications

Technical specifications will be prepared for all disciplines Divisions 2-16.

F. Project Administration

1. Project Management

Watry Design will attend meetings with the CITY PROJECT MANAGER and other City staff as mentioned above. Watry Design will prepare minutes of each meeting and distribute them to the attendees.

2. Cost Accounting

Watry Design will prepare monthly reports of expenditures for the project by task. Expenditures include labor costs, other direct costs and subconsultant costs. These reports will be included as supporting data for invoices presented to the CITY each month.

3. Scheduling

With two weeks from the Notice to Proceed, Watry Design will provide a detailed project schedule, which indicates milestones, major activities and delivery dates to the CITY for review. This schedule will include necessary review times for all agencies involved. We understand that the deadline for final billing on this project is May 1, 2011.

4. City Review

The PRELIMINARY DESIGN will be subject to City reviews at final submittal only. These reviews will assure conformance to CITY and CALTRANS standards. Design will conform to the 2010 California Building Code. Prior to beginning the PRELIMINARY DESIGN phase the Design Team will review with the City the proposed sheet list and drawing format to gain approval on approach.

5. Final PRELIMINARY DESIGN:

The final PRELIMINARY DESIGN will incorporate all review comments from the CITY. The Design Team will deliver to the CITY the following documents in compatible electronic format: (.dwg 2007 AutoCAD files with associated fonts plus plot/pen configuration and .doc 2007 word files). In addition, the following formats:

- PDF files of the final preliminary design
- PDF files of final preliminary quantity calculations and cost estimate
- PDF files of final study reports

EXHIBIT B
PROJECT SCHEDULE

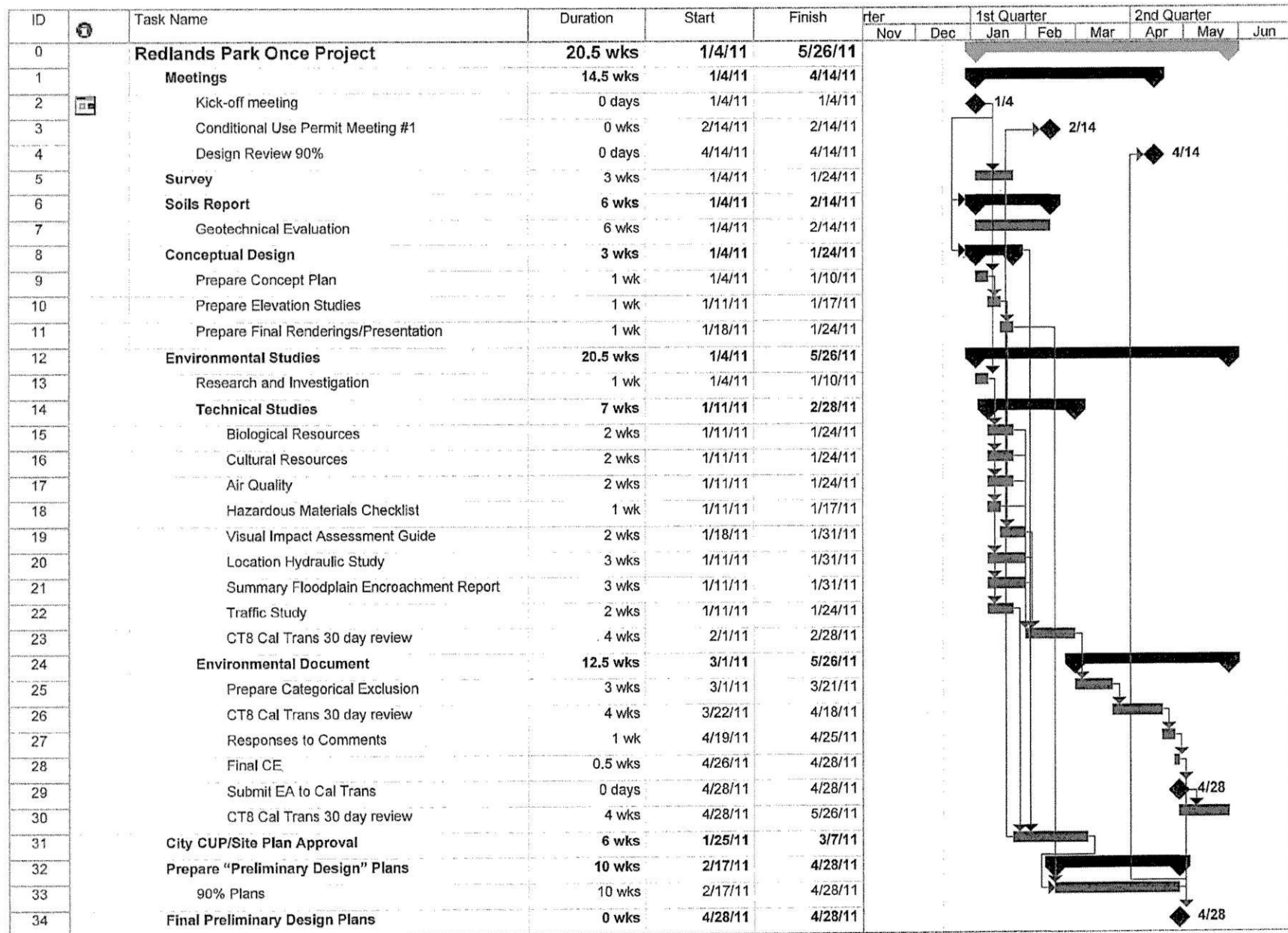


EXHIBIT C
FEE SCHEDULE

City of Redlands Park Once Parking Structure

Summary

Summary	Walby Design		RBF Consulting		Gotoma Engineering			JMD Diaz		Cogstone Rec. Mgt.		Niyo & Moore	Task Fee	Task Hours		
	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours				
Tasks																
Meetings													\$ 4,858	24		
Kick-off meeting	1,350	6	584	4	-	-	-	-	-	224	2	-	\$ 2,158	12		
Public input meeting #1	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
Public input meeting #2	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
Conditional use permit meeting #1	1,350	6	-	-	-	-	-	-	-	-	-	-	\$ 1,350	6		
Conditional use permit meeting #2	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
Design review 30%	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
Design review 50%	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
Design review 90%	1,350	6	-	-	-	-	-	-	-	-	-	-	\$ 1,350	6		
Survey	-	-	9,000	-	-	-	-	-	-	-	-	-	\$ 9,000	0		
Soils Report												16,937	\$ 16,937	135		
Geotechnical evaluation													\$ 16,937	135		
ISA report (see alternate)													\$ -	0		
WQMP							5,040	49	-	-	-	-	\$ 5,040	49		
Conceptual Design													\$ 10,980	88		
Prepare 3 alternate solutions	3,900	23	-	-	320	2	740	5	520	4	-	-	\$ 5,480	34		
Finalize concept design presentation	3,900	23	-	-	320	2	740	5	520	4	-	-	\$ 5,480	34		
Environmental studies													\$ 81,148	717		
Research and investigation	-	-	4,870	30	-	-	-	-	-	-	-	-	\$ 4,870	30		
Technical Studies													\$ 5,438	44		
Biological resources	-	-	5,438	44	-	-	-	-	-	-	-	-	\$ 5,438	44		
Cultural resources	-	-	3,120	16	-	-	-	-	-	20,100	255	-	\$ 23,220	271		
Air Quality Report - Air Quality Conformity	-	-	12,489	107	-	-	-	-	-	-	-	-	\$ 12,489	107		
Phase I Initial site Assessment	-	-	5,515	44	-	-	-	-	-	-	-	-	\$ 5,515	44		
Visual Resource Checklist	-	-	5,121	39	-	-	-	-	-	-	-	-	\$ 5,121	39		
NPDES Permit	-	-	5,097	41	-	-	-	-	-	-	-	-	\$ 5,097	41		
Environmental Document													\$ 4,256	40		
Categorical Exclusion	-	-	4,256	40	-	-	-	-	-	-	-	-	\$ 4,256	40		
Summary Floodplain Encroachment Report	-	-	5,843	51	-	-	-	-	-	-	-	-	\$ 5,843	51		
Location Hydraulic Study	-	-	5,158	46	-	-	-	-	-	-	-	-	\$ 5,158	46		
Traffic Study Management	450	2	390	2	-	-	-	-	-	-	-	-	\$ 840	4		
Traffic Study Mobility Group	-	-	3,500	-	-	-	-	-	-	-	-	-	\$ 3,500	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
City CUP/site plan approval	3,225	20	-	-	-	-	-	-	-	-	-	-	\$ 3,225	20		
Prepare "Preliminary Design" plans													\$ 164,428	1136		
30% Plans	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
60% Plans	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	0		
90% Plans	111,350	750	-	-	23,060	181	6,006	88	11,410	117	-	-	\$ 154,426	1136		
Final Preliminary Design Plans incl above													\$ -	0		
TOTAL \$	\$ 128,875	836	\$ 70,170	464	\$ 23,760	189	\$ 10,086	98	\$ 17,490	174	\$ 20,324	287	\$ 16,937	135	\$ 285,591	2149
FINAL NUMBERS	\$ 128,500		\$ 70,000		\$ 24,000		\$ 10,000		\$ 17,500		\$ 20,000		\$ 17,000		\$ 285,000	
															Reimbursable Allowance	\$0

GRAND TOTAL \$ 285,000

City of Redlands Park Once Parking Structure

WATRY DESIGN, INC.

	Principal	Senior PM	Proj. Designer	Project Admin.	Hours	Task Fee
Tasks						
Meetings					18	\$ 4,050
Kick-off meeting	6		-	-	6	\$ 1,350
Public input meeting #1			-	-	-	\$ -
Public input meeting #2			-	-	-	\$ -
Conditional use permit meeting #1	6	-	-	-	6	\$ 1,350
Conditional use permit meeting #2		-	-	-	-	\$ -
Design review 30%			-	-	-	\$ -
Design review 60%			-	-	-	\$ -
Design review 90%	6		-	-	6	\$ 1,350
Survey	-	-	-	-	-	\$ -
Soils Report					-	-
Geotechnical evaluation	-	-	-	-	-	\$ -
ISA report (see alternate)	-	-	-	-	-	\$ -
WQMP	-	-	-	-	-	\$ -
Conceptual Design					46	7,800
Prepare 3 alternate solutions	8	5	10	-	23	\$ 3,900
Finalize concept design presentation	8	5	10	-	23	\$ 3,900
Environmental studies					2	450
Research and investigation	-	-	-	-	-	\$ -
Technical Studies						
Biological resources	-	-	-	-	-	\$ -
Cultural resources	-	-	-	-	-	\$ -
Air Quality Report - Air Quality Conformity	-	-	-	-	-	\$ -
Phase I Initial site Assessment	-	-	-	-	-	\$ -
Visual Resources Checklist	-	-	-	-	-	\$ -
NPDES Permit	-	-	-	-	-	\$ -
Environmental Document						
Categorical Exclusion	-	-	-	-	-	\$ -
Summary Floodplain Encroachment Report	-	-	-	-	-	\$ -
Location Hydraulic Study	-	-	-	-	-	\$ -
Traffic Study Management	2	-	-	-	2	\$ 450
Traffic Study Mobility Group	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
City CUP/Site plan approval	5	5	10	-	20	\$ 3,225
Prepare "Preliminary Design" plans					750	111,350
30% Plans					-	\$ -
60% Plans					-	\$ -
90% Plans	40	370	310	30	750	\$ 111,350
Final Preliminary Design Plans incl above	-	-	-	-	-	\$ -
Total Hours	81	385	340	30	836	
Hourly Rate	\$ 225	\$ 160	\$ 130	\$ 95		
	\$ 18,225	\$ 61,600	\$ 44,200	\$ 2,850		\$ 126,875

Grand Total \$ 126,500

Total Reimbursable Expenses

\$ -

City of Redlands Park Once Parking Structure

RBF

	Env. Prjt. Manager	Env. Specialist	Environ. Analyst	Admin/Ofc Support	Hours	Task Fee
Tasks						
Meetings					4	\$ 584
Kick-off meeting	2	-	2	-	4	\$ 584
Public input meeting #1	-	-	-	-	-	\$ -
Public input meeting #2	-	-	-	-	-	\$ -
Conditional use permit meeting #1	-	-	-	-	-	\$ -
Conditional use permit meeting #2	-	-	-	-	-	\$ -
Design review 30%	-	-	-	-	-	\$ -
Design review 60%	-	-	-	-	-	\$ -
Design review 90%	-	-	-	-	-	\$ -
Survey	-	-	-	-	-	\$ 9,000
Soils Report					-	-
Geotechnical evaluation	-	-	-	-	-	\$ -
ISA report (see alternate)	-	-	-	-	-	\$ -
WQMP	-	-	-	-	-	\$ -
Conceptual Design					-	-
Prepare 3 alternate solutions	-	-	-	-	-	\$ -
Finalize concept design presentation	-	-	-	-	-	\$ -
Environmental studies					460	60,595
Research and investigation	20	-	10	-	30	\$ 4,870
Technical Studies						
Biological resources	2	32		10	44	\$ 5,436
Cultural resources	16				16	\$ 3,120
Air Quality Report - Air Quality Conformity	10	40	42	15	107	\$ 12,489
Phase I Initial site Assessment	4	25	10	5	44	\$ 5,615
Visual Resources Checklist	2	32		5	39	\$ 5,121
NPDES Permit	2	30		9	41	\$ 5,097
Environmental Document						
Categorical Exclusion	8		20	12	40	\$ 4,256
Summary Floodplain Encroachment Report	5	10	30	6	51	\$ 5,643
Location Hydraulic Study	5	10	25	6	46	\$ 5,158
Traffic Study Management	2				2	\$ 390
Traffic Study Mobility Group					-	\$ 3,500
0					-	\$ -
0					-	\$ -
0					-	\$ -
0					-	\$ -
0					-	\$ -
0					-	\$ -
City CUP/Site plan approval	-	-	-	-	-	\$ -
Prepare "Preliminary Design" plans					-	-
30% Plans	-	-	-	-	-	\$ -
60% Plans	-	-	-	-	-	\$ -
90% Plans	-	-	-	-	-	\$ -
Final Preliminary Design Plans incl above	-	-	-	-	-	\$ -
Total Hours	78	179	139	68	464	
Hourly Rate	\$ 195	\$ 138	\$ 97	\$ 63		
	\$ 15,210	\$ 24,702	\$ 13,483	\$ 4,284		\$ 70,179

Grand Total \$ 70,000

Total Reimbursable Expenses

\$ -

Exhibit 'C' Redlands Park Once Fee Schedule

City of Redlands Park Once Parking Structure

Gotoma Building Engineering

	Principal	Senior PM	Proj. Designer	Project Admin.	Hours	Task Fee
Tasks						
Meetings					-	\$ -
Kick-off meeting	-	-	-	-	-	\$ -
Public input meeting #1	-	-	-	-	-	\$ -
Public input meeting #2	-	-	-	-	-	\$ -
Conditional use permit meeting #1	-	-	-	-	-	\$ -
Conditional use permit meeting #2	-	-	-	-	-	\$ -
Design review 30%	-	-	-	-	-	\$ -
Design review 60%	-	-	-	-	-	\$ -
Design review 90%	-	-	-	-	-	\$ -
Survey	-	-	-	-	-	\$ -
Soils Report					-	-
Geotechnical evaluation	-	-	-	-	-	\$ -
ISA report (see alternate)	-	-	-	-	-	\$ -
WQMP	-	-	-	-	-	\$ -
Conceptual Design					4	640
Prepare 3 alternate solutions	-	2	-	-	2	\$ 320
Finalize concept design presentation	-	2	-	-	2	\$ 320
Environmental studies					-	-
Research and Investigation	-	-	-	-	-	\$ -
Technical Studies						
Biological resources	-	-	-	-	-	\$ -
Cultural resources	-	-	-	-	-	\$ -
Air Quality Report - Air Quality Conformity	-	-	-	-	-	\$ -
Phase I Initial site Assessment	-	-	-	-	-	\$ -
Visual Resources Checklist	-	-	-	-	-	\$ -
NPDES Permit	-	-	-	-	-	\$ -
Environmental Document						
Categorical Exclusion	-	-	-	-	-	\$ -
Summary Floodplain Encroachment Report	-	-	-	-	-	\$ -
Location Hydraulic Study	-	-	-	-	-	\$ -
Traffic Study Management	-	-	-	-	-	\$ -
Traffic Study Mobility Group	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
City CUP/Site plan approval	-	-	-	-	-	\$ -
Prepare "Preliminary Design" plans					181	23,060
30% Plans	-	-	-	-	-	\$ -
60% Plans	-	-	-	-	-	\$ -
90% Plans	-	31	110	40	181	\$ 23,060
Final Preliminary Design Plans Incl above	-	-	-	-	-	\$ -
Total Hours	0	35	110	40	185	
Hourly Rate	\$ 225	\$ 160	\$ 130	\$ 95		
	\$ -	\$ 5,600	\$ 14,300	\$ 3,800		\$ 23,700

Grand Total \$ 24,000

Total Reimbursable Expenses

\$ -

City of Redlands Park Once Parking Structure

Landscape

	Senior Proj Director	Landscape Architect	Sr. Irig Designer	Production Staff	Hours	Task Fee
Tasks						
Meetings					-	\$ -
Kick-off meeting	-	-	-	-	-	\$ -
Public input meeting #1	-	-	-	-	-	\$ -
Public input meeting #2	-	-	-	-	-	\$ -
Conditional use permit meeting #1	-	-	-	-	-	\$ -
Conditional use permit meeting #2	-	-	-	-	-	\$ -
Design review 30%	-	-	-	-	-	\$ -
Design review 60%	-	-	-	-	-	\$ -
Design review 90%	-	-	-	-	-	\$ -
Survey	-	-	-	-	-	\$ -
Soils Report					-	\$ -
Geotechnical evaluation	-	-	-	-	-	\$ -
ISA report (see alternate)	-	-	-	-	-	\$ -
WQMP	-	-	-	-	-	\$ -
Conceptual Design					10	1,480
Prepare 3 alternate solutions	5	-	-	-	5	\$ 740
Finalize concept design presentation	5	-	-	-	5	\$ 740
Environmental studies					-	\$ -
Research and investigation	-	-	-	-	-	\$ -
Technical Studies						
Biological resources	-	-	-	-	-	\$ -
Cultural resources	-	-	-	-	-	\$ -
Air Quality Report - Air Quality Conformity	-	-	-	-	-	\$ -
Phase I Initial site Assessment	-	-	-	-	-	\$ -
Visual Resources Checklist	-	-	-	-	-	\$ -
NPDES Permit	-	-	-	-	-	\$ -
Environmental Document						
Categorical Exclusion	-	-	-	-	-	\$ -
Summary Floodplain Encroachment Report	-	-	-	-	-	\$ -
Location Hydraulic Study	-	-	-	-	-	\$ -
Traffic Study Management	-	-	-	-	-	\$ -
Traffic Study Mobility Group	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
City CUP/Site plan approval	-	-	-	-	-	\$ -
Prepare "Preliminary Design" plans					88	8,606
30% Plans	-	-	-	-	-	\$ -
60% Plans	-	-	-	-	-	\$ -
90% Plans	10	10	28	40	88	\$ 8,606
Final Preliminary Design Plans Incl above	-	-	-	-	-	\$ -
Total Hours	20	10	28	40	98	
Hourly Rate	\$ 148	\$ 133	\$ 117	\$ 63		
	\$ 2,960	\$ 1,330	\$ 3,276	\$ 2,520		\$ 10,086

Grand Total \$ 10,000

Total Reimbursable Expenses

\$ -

City of Redlands Park Once Parking Structure

JMD Diaz

	Principal	Senior PM	Proj. Designer	Project Admin.	Hours	Task Fee
Tasks						
Meetings						
Kick-off meeting	-	-	-	-	-	\$ -
Public input meeting #1	-	-	-	-	-	\$ -
Public input meeting #2	-	-	-	-	-	\$ -
Conditional use permit meeting #1	-	-	-	-	-	\$ -
Conditional use permit meeting #2	-	-	-	-	-	\$ -
Design review 30%	-	-	-	-	-	\$ -
Design review 60%	-	-	-	-	-	\$ -
Design review 90%	-	-	-	-	-	\$ -
Survey	-	-	-	-	-	
Soils Report						
Geotechnical evaluation	-	-	-	-	-	\$ -
ISA report (see alternate)	-	-	-	-	-	\$ -
WQMP	2	20	25	2	49	\$ 5,040
Conceptual Design					8	1,040
Prepare 3 alternate solutions	-	4	-	-	4	\$ 520
Finalize concept design presentation	-	4	-	-	4	\$ 620
Environmental studies						
Research and investigation	-	-	-	-	-	\$ -
Technical Studies						
Biological resources	-	-	-	-	-	\$ -
Cultural resources	-	-	-	-	-	\$ -
Air Quality Report - Air Quality Conformity	-	-	-	-	-	\$ -
Phase I Initial site Assessment	-	-	-	-	-	\$ -
Visual Resources Checklist	-	-	-	-	-	\$ -
NPDES Permit	-	-	-	-	-	\$ -
Environmental Document						
Categorical Exclusion	-	-	-	-	-	\$ -
Summary Floodplain Encroachment Report	-	-	-	-	-	\$ -
Location Hydraulic Study	-	-	-	-	-	\$ -
Traffic Study Management	-	-	-	-	-	\$ -
Traffic Study Mobility Group	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
City CUP/Site plan approval	-	-	-	-	-	\$ -
Prepare "Preliminary Design" plans					117	11,410
30% Plans	-	-	-	-	-	\$ -
60% Plans	-	-	-	-	-	\$ -
90% Plans	5	35	72	5	117	\$ 11,410
Final Preliminary Design Plans incl above	-	-	-	-	-	\$ -
Total Hours	7	63	97	7	174	
Hourly Rate	\$ 180	\$ 130	\$ 80	\$ 40		
	\$ 1,260	\$ 8,190	\$ 7,760	\$ 280	\$ 17,490	\$ 17,490

Grand Total \$ 17,500

Total Reimbursable Expenses

\$ -

City of Redlands Park Once Parking Structure

Cogstone Resource Mgt.

Env. Prjt. Manager	Env. Specialist	Environ. Analyst	Admin/Ofc Support	Hours	Task Fee
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Tasks

Meetings					2	\$ 224
Kick-off meeting	2	-	-	-	2	\$ 224
Public input meeting #1	-	-	-	-	-	\$ -
Public input meeting #2	-	-	-	-	-	\$ -
Conditional use permit meeting #1	-	-	-	-	-	\$ -
Conditional use permit meeting #2	-	-	-	-	-	\$ -
Design review 30%	-	-	-	-	-	\$ -
Design review 60%	-	-	-	-	-	\$ -
Design review 90%	-	-	-	-	-	\$ -
Survey	-	-	-	-	-	\$ -
Soils Report					-	-
Geotechnical evaluation	-	-	-	-	-	\$ -
ISA report (see alternate)	-	-	-	-	-	\$ -
WQMP	-	-	-	-	-	\$ -
Conceptual Design					-	-
Prepare 3 alternate solutions	-	-	-	-	-	\$ -
Finalize concept design presentation	-	-	-	-	-	\$ -
Environmental studies					255	20,100
Research and investigation	-	-	-	-	-	\$ -
Technical Studies						
Biological resources	-	-	-	-	-	\$ -
Cultural resources	45	50	80	80	255	20,100
Air Quality Report - Air Quality Conformity	-	-	-	-	-	\$ -
Phase I Initial site Assessment	-	-	-	-	-	\$ -
Visual Resources Checklist	-	-	-	-	-	\$ -
NPDES Permit	-	-	-	-	-	\$ -
Environmental Document						
Categorical Exclusion	-	-	-	-	-	\$ -
Summary Floodplain Encroachment Report	-	-	-	-	-	\$ -
Location Hydraulic Study	-	-	-	-	-	\$ -
Traffic Study Management	-	-	-	-	-	\$ -
Traffic Study Mobility Group	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
City CUP/Site plan approval	-	-	-	-	-	\$ -
Prepare "Preliminary Design" plans					-	-
30% Plans	-	-	-	-	-	\$ -
60% Plans	-	-	-	-	-	\$ -
90% Plans	-	-	-	-	-	\$ -
Final Preliminary Design Plans Incl above	-	-	-	-	-	\$ -
Total Hours	47	50	80	80	257	
Hourly Rate	\$ 112	\$ 82	\$ 72	\$ 65		
	\$ 5,264	\$ 4,100	\$ 5,760	\$ 5,200		\$ 20,324

Grand Total \$ 20,000

Total Reimbursable Expenses

\$ -

City of Redlands Park Once Parking Structure

Ninyo & Moore

	Principal	Senior PM	Senior Staff	Data Pro/ Graphics	Hours	Task Fee
Tasks						
Meetings					-	\$ -
Kick-off meeting	-	-	-	-	-	\$ -
Public input meeting #1	-	-	-	-	-	\$ -
Public input meeting #2	-	-	-	-	-	\$ -
Conditional use permit meeting #1	-	-	-	-	-	\$ -
Conditional use permit meeting #2	-	-	-	-	-	\$ -
Design review 30%	-	-	-	-	-	\$ -
Design review 60%	-	-	-	-	-	\$ -
Design review 90%	-	-	-	-	-	\$ -
Survey	-	-	-	-	-	\$ -
Soils Report					135	16,937
Geotechnical evaluation	10	21	88	16	135	\$ 16,937
ISA report (see alternate)	-	-	-	-	-	\$ -
WQMP	-	-	-	-	-	\$ -
Conceptual Design					-	-
Prepare 3 alternate solutions	-	-	-	-	-	\$ -
Finalize concept design presentation	-	-	-	-	-	\$ -
Environmental studies					-	-
Research and investigation	-	-	-	-	-	\$ -
Technical Studies					-	-
Biological resources	-	-	-	-	-	\$ -
Cultural resources	-	-	-	-	-	\$ -
Air Quality Report - Air Quality Conformity	-	-	-	-	-	\$ -
Phase I Initial site Assessment	-	-	-	-	-	\$ -
Visual Resources Checklist	-	-	-	-	-	\$ -
NPDES Permit	-	-	-	-	-	\$ -
Environmental Document					-	-
Categorical Exclusion	-	-	-	-	-	\$ -
Summary Floodplain Encroachment Report	-	-	-	-	-	\$ -
Location Hydraulic Study	-	-	-	-	-	\$ -
Traffic Study Management	-	-	-	-	-	\$ -
Traffic Study Mobility Group	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
0	-	-	-	-	-	\$ -
City CUP/ Site plan approval	-	-	-	-	-	\$ -
Prepare "Preliminary Design" plans					-	-
30% Plans	-	-	-	-	-	\$ -
60% Plans	-	-	-	-	-	\$ -
90% Plans	-	-	-	-	-	\$ -
Final Preliminary Design Plans incl above	-	-	-	-	-	\$ -
Total Hours	10	21	88	16	135	
Hourly Rate	\$ 154	\$ 145	\$ 128	\$ 68		
	\$ 1,540	\$ 3,045	\$ 11,264	\$ 1,088		\$ 16,937

Grand Total \$ 17,000

Total Reimbursable Expenses

\$ -

EXHIBIT D
HOURLY RATE SCHEDULE

Watry Design, Inc.

2011 Hourly Rates

Title	Rate
Principal	\$ 225
Associate Principal	\$ 185
Senior Project Manager	\$ 160
Project Manager	\$ 150
Assistant Project Manager	\$ 145
Senior Project Engineer	\$ 155
Project Engineer	\$ 145
Senior Project Architect	\$ 155
Project Architect	\$ 145
Senior Job Captain	\$ 145
Job Captain	\$ 140
Senior Designer	\$ 130
Staff Designer	\$ 120
Project Administrator	\$ 95
Administrator	\$ 80

Costs for Reimbursables

(all reimbursable expenses are built into the \$285,000 fee. There is no additional reimbursable for this scope/fee)

Reimbursable Expenses - Expenses including, the costs of out of town travel (such as airfare, and hotel), mileage, parking, printing, typography, delivery, photography, and models shall be billed by Watry Design, Inc. at cost plus. Mileage is billed at 50.0 cents per mile. In house large format copies are billed at \$2.00 per sheet for black and white and \$5.00 per sheet for color.

Exhibit 'D' Redlands Park Once

Exhibit 'E' Redlands Park Once CalTrans Forms
18 Pages

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Chairman of the Board and Secretary, and duly authorized representative of the firm of Watry Design, Inc., whose address is 895 Dove Street 3rd Fl. Newport Beach, CA, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

1/18/14
(Date)

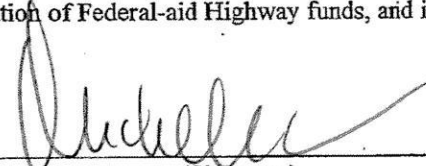

(Signature)

Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

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

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

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

(Date)_____
(Signature)

Exhibit 10-I Notice to Proposers DBE Information

LOCAL AGENCY LETTERHEAD
(DATE)NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of 1 %

OR

The Agency has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE," DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-01) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-02) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
 - B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
 - C. How to Obtain a List of Certified DBEs without Internet Access
 - D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>
6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:
- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
 - B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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

[illegible]

7 %

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

Page10-73
July 31, 2009

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

ALL PROPOSERS:

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

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

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

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

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

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

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

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

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

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

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

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

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Exhibit 10-Q Disclosure of Lobbying Activities

Not Applicable as
nothing to disclose

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EXHIBIT 15-H UDBE INFORMATION —GOOD FAITH EFFORTS

UDBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____
City of RedlandsThe _____ (City/County of) _____ established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 1 % for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement
See below	

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

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
Using the California Database of DBE's we looked for geographically relevant disciplines needed for proposed project.		
Lynn Capouya	10/20/10	month of december email
Cogstone	10/20/10	month of december email

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

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Landcape	N		\$10,000	3.5%
Cultural Resources	N		\$20,000	7%

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

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

Lynn Capouya	760.360.4233
44-652 Elkhorn Trail	
Indian Wells, CA	
Fee too high	

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

RBF Consulting	949.330.4184
14725 Alton Parkway	
Irvine, CA 92618	

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

N/A

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

N/A

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

Name of Agency/Organization	Method/Date of Contact	Results
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N/A

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

See attached log

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Company	Socal	Discipline	UBDE/Cert. Org	How Verified	P.S. Exp.	Exp. w/WDI	Notes:
Cogstone	yes	Cultural Consulting	UBDE	RBF	n/a	no	10/19: emailed Cathy about DBE, she confirmed both State & Fed
Merrill Morris	no	Landscape	DBE	CA database	yes		10/22: emailed Frank about interest in exploring w/Watry
Barrio Planners, Inc. Ridge Landscape	yes yes	Landscape Landscape	DBE n/a	CA database CA database			10/19 emailed Lynn & Jane. Lynn responded that it is pending & that she will let us know.
Lynn Capouya Inc. IMA Design	yes yes	Landscape Landscape	UDBE n/a	CA database CA database	yes: OCTA		10/19 emailed Clark for SOQ on P.S., they committed to getting SOQ to us 10/20. Received from Cherie 10/21.
Diaz Yourman & Associates	yes	Geotech	DBE	CA database			
Ninyo & Moore	yes	Geotech	n/a	CA database	yes		
Kourny	yes	Geotech	n/a	CA database			
RMA Group	yes	Geotech	n/a	CA database			received their SOQ 10/19

TGR Geotechnical	yes	Geotech	DBE	CA database			10/19: emailed Zaheil for SOQ on P.S. , they comitted to getting SOQ to us 10/20 which I eceived 10/21
Geotechnical Professionals Inc.	yes	Geotech	n/a	CA database			
Kleinfelder	yes	Geotech	n/a	CA database	yes		
United Inspection and Testing	Yes	Geotech	?				10/20: responded to Royce's email asking for an SOQ and about DBE
NMG Geotech	Yes	Geotech	?	CA database			10/21 Emailed Lynn. MV knows & JP met with, but wanted to verify not DBE.
G N U GROUP (previously Donnelly Design)	No	Signage	n/a	CA database	yes		
Sussman & Preiza	yes	Signage	n/a	CA database			
RBF	yes	Civil	n/a	CA database	yes		
Tait	yes	Civil	n/a	CA database	yes		
JM Diaz, Inc.	Yes	Civil	DBE	Their web site	yes	yes	10/19: emailed Michael for SOQ for civil on PS. He verified that DBE covers civil. , they comitted to getting SOQ to us 10/20

							10/20: emailed Matt for SOQ on civil and MEP and to verify not DBE. Said called and they are interested & meet requirements
IDS	Yes	Civil/MEP (also structural)	n/a	CA database web site/sign in sheet			10/19: emailed Patrick for SOQ & Leon
W2 Design CORPORATION	Yes	Civil	DBE	CA database	?	No	
Engineering Enterprise	no	Electrical	n/a	CA database		Yes	
List Engineering	no	M/P		CA database		Yes	
							10/19: emailed Rob following MW's email on 5 PS criteria
Foster Design Group	yes	M/E/P	n/a	CA database		Yes	
TMAD Taylor & Gaines	yes	M/E/P & more	n/a	CA database			
							10/19: emailed Alicia for SOQ on P.S. & asked about DBE, they committed to getting SOQ to us 10/20 & to submitting a question to get their
Gotama Building Engineers, Inc. experience excepted.	yes	M/E/P & more Cost	n/a	CA database	yes	no	
O'Connor	yes	Estimating Cost	n/a	CA database		Yes	
Cummings	yes	Estimating	n/a	CA database		Yes	

Abacus	yes	Cost			
		Estimating	n/a	CA database	Yes
Transtech	yes	Security?	n/a	CA database	Yes
P2S	yes	Security?	n/a	CA database	Yes
		Traffic?			