

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this ____ day of _____ 2015, between the CITY OF STOCKTON, a municipal corporation ("City"), and **ECHELON TRANSPORTATION GROUP** whose address is 2523 J STREET, SUITE 204, SACRAMENTO, CA 95816 ("Consultant") for the **CALAVERAS RIVER BICYCLE AND PEDESTRIAN PATH (PROJECT NO. PW1437, FEDERAL PROJECT NO. ATPL-5008(143))**.

RECITALS

- A. Consultant represents that it is licensed in the State of California and is qualified to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions in this Contract, City and Consultant agree as follows:

1. SCOPE OF SERVICES. Subject to the terms and conditions set forth in this Contract, Consultant shall undertake and complete the services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A and compatible with the standards of the profession. Consultant agrees that it shall produce a fully complete project that is acceptable to the City.

2. COMPENSATION. City shall pay Consultant for services outlined in Exhibit B according to the fee not to exceed the schedule detailed in Exhibit B, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$87,852 or as otherwise mutually agreed to in a Contract Change Order.

3. SCHEDULE AND TERM. Consultant shall perform the scope of work as described in Exhibit C according to the schedule detailed in Exhibit C, which is attached to this Contract and incorporated by this reference. This Contract shall commence on the date written above and shall expire on December 31, 2017, unless extended by mutual agreement through the issuance of a Contract Change Order.

- a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used, and include the City project number. Payment shall be made within thirty (30) days of approval of invoice by City.
- b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. City shall have no obligation or liability to pay any invoice for work performed which Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after work is accepted by City.

4. **RIGHTS AND DUTIES OF CITY.** City shall make available to Consultant all data and information in the possession of City which both parties deem necessary to complete the work, and City shall actively aid and assist Consultant in obtaining such information as may be deemed necessary from other agencies and individuals.

5. **OBLIGATIONS OF CONSULTANT.** Throughout the term of this Contract, Consultant represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the Consultant to practice its professions, and Consultant shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. Consultant shall meet with the Public Works Director or other personnel of City or third parties as necessary on all matters connected with the carrying out of Consultant's services. Such meetings shall be held at the request of either party hereto. Consultant further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

6. **OWNERSHIP OF WORK.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Contract shall become and remain the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Contract. If any materials are lost, damaged, or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Contract and shall not be disclosed to anyone not connected with these services unless the City expressly provides prior written consent.

7. **CHANGE ORDERS.** City reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant. Any such changes will be set forth in a Contract Change Order which will specify, in addition to the work done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A Contract Change Order will not become effective until approved by the authorized City official.

8. **TERMINATION.** The City may terminate this Contract at any time by mailing a notice in writing to Consultant. The Contract shall then be deemed terminated and no further work shall be performed by Consultant. If the Contract is so terminated, the Consultant shall be paid for that percentage of work actually completed at the time the notice of termination is received.

9. **CONSULTANT STATUS.** In performing the obligations set forth in this Contract, Consultant shall have the status of an independent Contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees, and are not agents of the City. Subcontractors shall not be recognized as having any direct or contractual relationship with the City. The persons engaged in the work, including employees of subcontractors and suppliers will be considered employees of Consultant. The Consultant shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The Consultant is

responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

- a. If in the performance of this Contract any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Consultant.
 - i. It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.
 - ii. As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against the City based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

10. ASSIGNMENT. Consultant shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. INDEMNITY AND HOLD HARMLESS. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, protect, defend with counsel approved by City and at Contractor's sole cost and expense, and hold harmless City, its Mayor, Council, officials, representatives, agents employees and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, state, or municipal law or ordinance, or City Policy, by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Contractor to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Contractor under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by Contractor to a greater extent than permitted under the public policy of the State of California, the parties agree that Contractor's duty to defend City is immediate and arises upon the filing of any claim against the City for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor or Contractor's officers, agents, employees, volunteers or subcontractors. Contractor's duties and obligations to defend the City shall apply

regardless of whether or not the issue of the City's liability, breach of this Agreement, or other obligation or fault has been determined. Contractor shall be immediately obligated to pay for City's defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the City, City will then reimburse Contractor for amounts paid in excess of Contractor's proportionate share of responsibility for the damages within 30 days after Contractor provides City with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures Contractor is not obligated to defend or indemnify City in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, Contractor shall indemnify, defend, and hold harmless City, its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to, attorneys' fees, arising out of any claim brought against the City by an employee, office, agent, or volunteer of Contractor, regardless of whether such claim may be covered by any applicable workers compensation insurance. Contractor's indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts.

- a. Consultant's obligation to defend, indemnify, and hold the City, its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract to procure and maintain a policy of insurance.

12. INSURANCE. During the term of this Contract, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit D and shall otherwise comply with the other provisions of Exhibit D.

13. HEADINGS NOT CONTROLLING. Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

14. NOTICES. Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: ECHELON TRANSPORTATION GROUP 2523 J STREET, SUITE 204 SACRAMENTO, CA 95816	To City: Public Works Director City of Stockton 22 E. Weber Avenue, Room 301 Stockton, CA 95202
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15. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with all applicable federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

16. LICENCES, CERTIFICATIONS, AND PERMITS. Prior to the City's execution of this Contract and prior to the Consultant's engaging in any operation or activity set forth in this Contract, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

17. RECORDS AND AUDITS. City reserves the right to periodically audit all charges made by Consultant to City for services under this Contract. Upon request, Consultant agrees to furnish City, or a designated representative, with necessary information and assistance.

Consultant agrees that City or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. Consultant agrees to provide City or its delegate with any relevant information requested, and shall permit City or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. Consultant agrees to maintain such records for a period of three years from the date that final payment is made.

18. CONFIDENTIALITY. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

19. CONFLICTS OF INTEREST. Consultant covenants that other than this Contract, Consultant has no financial interest with any official, employee, or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Contract. If such an interest arises, Consultant will immediately notify City.

20. WAIVER. In the event either City or Consultant at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

21. GOVERNING LAW. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

22. NO PERSONAL LIABILITY. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount due Consultant.

23. INTEGRATION AND MODIFICATION. The response by Consultant to the Request for Proposals and the Request for Proposals on file with the City Clerk are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals. This Contract represents the entire integrated agreement between Consultant and City, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by Consultant and City. All exhibits and this contract are intended to be construed as a single document. Should

any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

24. **SEVERABILITY.** The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

25. **THIRD PARTY RIGHTS.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than City and Consultant.

26. **AUTHORITY.** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

CITY OF STOCKTON

CONSULTANT

City Manager

By: William A. Shunk
Signature

ATTEST:

City Clerk

William A. Shunk
Print Name

Title: Secretary / CFO

APPROVED AS TO FORM:

City Attorney



ECHELON

TRANSPORTATION GROUP

2523 J Street, Suite 204, Sacramento, CA 95816

916-442-4986

EchelonTransportationGroup.com

Scope of Services – Calaveras River Bicycle and Pedestrian Path

ETG's approach and teaming partners have been selected to be able to deliver the Calaveras River Bicycle and Pedestrian Path Project under budget and within the timeframe outlined in the RFP. The key to delivering this project successfully will be to collaborate with the City departments, Parks and Recreation, the Stockton East Water District, and Public Works to define the project approach, details, and scope of work. At a kick-off meeting, ETG will work with City staff in evaluating locations for edge repair of the asphalt walkway, striping options, and wayfinding signage. The alternatives will be documented in a Geometric Approval Drawing that will be circulated through City departments to get buy-in on our approach before plan production is started.

While preliminary concepts are being vetted, the team will complete topographical surveys, utility coordination and geotechnical review to create the base mapping for the project. The base mapping will be formatted with City Standards and used for plan production. A cost and time savings approach the team would like to explore with the City is to complete the design plans in two submittals, 75% and 100%. This will reduce the number of iterations with the plans and allow the project to be completed by March 2016. Along with this approach it will be critical to have "comment resolution" meetings after all of the City reviewers have completed their plan check. The team will create a short presentation of the submittal and then walk through the comments received with the goal of resolving any potential conflicting comments between various City departments. We have used this process successfully on many projects.

Finally with our work plan, we will assist the City in creating pedestrian and bicycle counts before and after the project is completed to be document in a memorandum. This memo can be used to demonstrate the effectiveness of the project and highlight the City's successful implementation of ATP fund for future grant applications.

1.0 Project Management

1.1 PDT Meetings (6 Meetings)

ETG will be responsible for monthly project development team meetings. ETG will prepare and distribute agendas in coordination with the City Project Manager. ETG will facilitate meetings, and prepare and distribute meeting minutes. Meeting in this task may include, a kickoff and scoping meeting, County coordination meetings, geometric approval drawing review meeting, 75% PSE comment reconciliation meeting, and final PS&E review meeting.

City of Stockton - Calaveras River Bicycle and Pedestrian Path

1.2 Prepare Monthly Progress Reports and CPM Schedule

ETG will be responsible for preparation and maintenance of project schedule. ETG will update schedules monthly, with critical path activities clearly shown for team review purposes.

Task 1 Deliverables:

- Agendas and Minutes for PDT Meetings (Microsoft Word)
- Monthly Progress Reports and CPM Schedule Updates (Microsoft Word/Project)

2.0 Data Collection2.1 Topographic Survey

Upon commencement of work, UNICO will research and survey local established NGS Horizontal and Vertical Survey Control and Bench Marks. UNICO will utilize the North American Datum of 1983 (NAD83) for horizontal control and the North American Vertical Datum of 1988 (NAVD88) for vertical control. Project control points will be set at several locations along the existing bike path for topographic surveys and future construction control. UNICO will utilize GPS and conventional survey methods to provide the requested survey topography for design. More specifically, UNICO will locate cross-sections of the existing bike path at approximately 100' intervals for the purpose of assessment and design. Cross-sections will contain all major grade and feature changes such as toe of slope, top of slope, shoulder, and edge of pavement. UNICO will also locate other features within close proximity of the bike path such as bridge columns, large signs and large trees. UNICO will also provide detailed topography for five (5) critical design areas. These will be better understood upon preliminary design. As UNICO performs these surveys, we will locate and reference any survey monument that will be compromised by the project.

Upon completion of field work, UNICO will provide an AutoCAD based survey points file. This file will provide survey points along the existing 6.7 mile path alignment at the 100' intervals and the 5 detailed surveys. UNICO will not provide mapping or surfacing of the survey but will connect main line work for visual purposes. UNICO will also provide an Ortho-Rectified image, if readily available, of the project site, for visual use.

2.2 Utility Coordination

ETG will follow the "A, B, C" utility process for utility coordination. ETG will send utility letters to all potential providers and agencies in the project area to obtain as-builts and record maps of the project limits. This information will be included in the base mapping. After 75% design is completed, ETG will send out Utility "B" and "C" letters to identify potential utility conflicts, facilitate relocation designs, and obtain commitments for relocation schedules. It is not anticipated but if required, ETG will coordinate the Caltrans utility certification process including preparation of Notices to Owners and Reports of Investigation, and coordination with the utility providers for utility relocation plans, liability claim letters, estimate of cost, and/or prior rights claims.

City of Stockton - Calaveras River Bicycle and Pedestrian Path

2.3 Geotechnical Observation and Recommendation

Crawford & Associates, Inc. (CAInc) will meet with the design team to review preliminary design plans, and discuss the project needs, issues and schedules. Based on our preliminary review, the projects improvements will consist of developing repair options for the existing asphalt pathway. We understand that the City is interested in receiving repair options for general distress (cracks, potholes, etc) along the pathway and lateral support issues. We understand that the repair options will have to take into considerations that the City cannot impact the existing levees below the pathway.

To provide pavement consulting services for this project CAInc will complete the following:

- Meet with the design team to review preliminary design plans, and discuss the project needs, issues and schedules.
- Perform one day of visual observation of the existing asphalt path within the project limits.
- Discuss potential repair options following our visual observations with the design team and the City.
- Prepare a memorandum that will contain scope of work, project description, results of our pavement condition evaluation, general pavement repair options (including general details) based on our observations, limitations, site photos, vicinity map, and site plan.

Assumptions

- No borings or subgrade samples will be collected or tested for this project
- Our repair options will be general and based only on our surface observations.
- No engineering analysis will be performed since we will lack existing pavement section information or subgrade condition information.

2.4 Geometric Approval Drawing

ETG will draft a Geometric Approval Drawing at the outset of the project. This document will define the parameters of the project including locations for edge repair of the asphalt walkway, striping options, and wayfinding signage opportunities. The purpose of this document will be to build consensus with the City on the proposed improvements prior to plan production, and to identify realistic improvements based on an initial opinion of probable cost that does not exceed the allocated construction budget. Once approved, the geometric drawing will serve as a reference for the project team that documents important design decisions to avoid unnecessary re-work that will delay the project schedule. The ETG team will respond to one set of comments and provide a final geometric approval drawing to the City.

Task 2 Deliverables

- AutoCAD Base File, PDF and Points Files (AutoCAD)
- Utility Letters (PDF)
- Draft and Final Geotechnical Memorandum (PDF)
- Draft and Final Geometric Approval Drawing (PDF)

City of Stockton - Calaveras River Bicycle and Pedestrian Path

3.0 Construction Documents**3.1 75% Plans, Specifications and Estimates**

Once the geometric approval drawing is approved, ETG will prepare engineering plans, specifications, and estimates for the project. To meet the aggressive delivery schedule and reduce the cost of design, we propose to two major milestone submittals for the PS&E. Because preliminary concepts have been approved in the geometric drawing, the first submittal at 75% design can be more detailed and encompassing. With each submittal we will meet with the City project manager and reviewers from various departments for a comment reconciliation meeting. At these meetings we will review comments on the plans and specifications as a group and determine resolutions to any potential conflicting comments.

3.2 100% / Bid Plans, Specifications and Estimates

Final bid documents will include a full-sized signed mylar set of plans, a final opinion of probable cost, and final technical specifications. Expected plan sheets are as follows:

Description	Sheets
Title Sheet	1
Survey Control Diagram	1
Typical Sections	1
Layout Sheets (1"=20') (Limited to Pavement, Edge Repair, Access Points)	15
Construction Details	5
Drainage Profiles and Details (1"=40') (Limited to Edge Repair and Access Points)	5
Signing and Striping (1"=20') (Assumes typical section for path and details where necessary)	5
Erosion Control and Details (1"=20')	10
Total	43

City of Stockton - Calaveras River Bicycle and Pedestrian Path

3.3 Performance Outcomes Memorandum

Both prior to and after construction, ETG will conduct bicycle and pedestrian counts within the project limits. The counts will be conducted in fair weather in the Fall or Spring on a Tuesday, Wednesday, or Thursday of a non-holiday week. Counts will be conducted at up to three (3) locations from 7:00 – 9:00AM in the morning with an extended count from 2:00 – 6:00PM in the evening to account for school activity. An additional count will be conducted on a Saturday from 11:00AM – 1:00PM to capture weekend recreational activity. The results of these counts will be summarized in a bicycle and pedestrian memorandum at the end of the project to meet the needs of the Calaveras River Bike Trail ATP application and be used as a reference for future grant applications by the City of Stockton.

3.4 Quality Control

ETG's principals will have direct involvement with every step of the preliminary engineering and design of the Calaveras Bike Trail. We will verify that decisions and design elements approved in the geometric approval drawing are included in final design as well as completing an independent check of each plan submittal including incorporating City comments.

3.5 Conceptual SWPPP

If required, ETG will prepare documentation and submit project information for the Notice of Intent to invoke the State Water Resources Control Board (SWRCB) NPDES Construction General and MS4 Permit.

ETG will have a Qualified SWPPP Developer (QSD) prepare a "Conceptual" Storm Water Pollution Prevention Plan (SWPPP) that incorporates the minimum Best Management Practices (BMPs) required by the NPDES permit for the calculated Risk Level. ETG will calculate the Risk Level using the methods prescribed by the permit.

The Conceptual SWPPP will consist of plans, specifications, and contract bid items showing the anticipated locations of required BMPs, based on an assumed construction staging approach and schedule. The contractor will be required to submit their own SWPPP and other Permit Registration Documents (Construction Site Monitoring Program, Rain Event Action Plan, Sampling and Analysis Plan, inspection forms, etc.) prior to mobilizing on the project site. The intent of the Conceptual SWPPP is to provide enough information to the SWRCB to obtain a Waste Discharge Identification Number and to develop quantities for contract pay items that are anticipated for BMP implementation. The Conceptual SWPPP will not address the specifics of construction site management, sampling and testing, or spill response. The Conceptual SWPPP will be certified by a QSD, and approved by the City.

Task 3 Deliverables

- 10 Half Size (11"x17") plan sets for each submittal with construction cost estimates (Microsoft Excel) and specifications (Microsoft Word)
- 1 Full Sized (22"x34") Mylar plan set
- Conceptual SWPPP – Draft and one revision

City of Stockton - Calaveras River Bicycle and Pedestrian Path

4.0 Construction Support

Due the unknown nature of the inquires for both bidding and construction support, ETG included hours based on similarly sized projects. It is assumed that additional support will be paid for on a time and materials basis.

4.1 Bidding Assistance (T&M)

ETG will be available to respond to requests for information or clarification that may come up during the bidding process. All questions will need to come from the City's Project Manager in writing and all responses will be in writing. No verbal clarification of the plans will be provided to the Contractors. ETG can also provide design support for any necessary addenda, review bid proposals for irregularities, and assist with award recommendations.

4.2 Construction Support (T&M)

ETG will be available to respond to the contractor's request for information, review submittals, provide design clarifications, attend pre-construction and progress meetings, provide periodic field review and reporting, and provide guidance to the City on design conformity. It is assumed that ETG will not provide construction management services or construction inspections.

4.3 Record Drawings

ETG will provide record drawings based on information provided by the construction management staff and contractor. This work will be based entirely on information provided to ETG and will not include any field work or measurements. The final signed mylar sheets will be edited by hand to reflect changes in the field recorded by the Contractor and Resident Engineer.

Task 4 Deliverables

- Modified Mylar Signed Plan Sheets
- Record drawing set and electronic files (AutoCAD)

ATTACHMENT B EXHIBIT C

ID	Task Name	Duration	Start	Finish	Predecessors	25, '15							Nov 22, '15							Dec 20, '15							Jan 17, '16							Feb 14, '16							Mar 13, '16							Apr 10, '16						
						S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M	F	T	S	W	S	T	M																		
1	Project Management of Subconsultant Work	100 days	Mon 11/23/15	Fri 4/8/16																																																		
2	PDT Meetings (4 Meetings)	5 mons	Mon 11/23/15	Fri 4/8/16																																																		
3	Prepare Monthly Progress Reports and CPM Schedule	5 mons	Mon 11/23/15	Fri 4/8/16																																																		
4	Coordination with Subconsultants and Agencies	5 mons	Mon 11/23/15	Fri 4/8/16																																																		
5	Field Investigations and Project Research	65 days	Mon 11/23/15	Fri 2/19/16																																																		
6	Data Review	1 wk	Mon 11/23/15	Fri 11/27/15																																																		
7	Field Investigation and Kick-off Meeting	0 days	Fri 11/27/15	Fri 11/27/15	6																																																	
8	Preliminary Topographic Survey	2 wks	Mon 11/30/15	Fri 12/11/15	7																																																	
9	Geotechnical Evaluation	2 wks	Mon 11/30/15	Fri 12/11/15	7																																																	
10	Coordination with Utilities	3 mons	Mon 11/30/15	Fri 2/19/16	6																																																	
11	Base Mapping	2 wks	Mon 12/14/15	Fri 12/25/15	8,9																																																	
12	Streamlined Schematic Design	20 days	Mon 12/28/15	Fri 1/22/16																																																		
13	Geometric Memorandum	2 wks	Mon 12/28/15	Fri 1/8/16	11																																																	
14	City review of Geometric Memo	1 wk	Mon 1/11/16	Fri 1/15/16	13																																																	
15	Review Meeting	0 wks	Fri 1/15/16	Fri 1/15/16	14																																																	
16	Finalize Geometric Memorandum	1 wk	Mon 1/18/16	Fri 1/22/16	15																																																	
17	Construction Drawings	45 days	Mon 1/25/16	Fri 3/25/16																																																		
18	Prepare 75% PS&E	4 wks	Mon 1/25/16	Fri 2/19/16	16																																																	
19	City review of 75% PS&E	1 wk	Mon 2/22/16	Fri 2/26/16	18																																																	
20	75% Comments resolution meeting	0 days	Fri 2/26/16	Fri 2/26/16	19																																																	
21	Prepare 100% PS&E	2 wks	Mon 2/29/16	Fri 3/11/16	19,10																																																	
22	City review of 100% PS&E	1 wk	Mon 3/14/16	Fri 3/18/16	21																																																	
23	100% Comments resolution meeting	0 days	Fri 3/18/16	Fri 3/18/16	22																																																	
24	Prepare Bid Documents	1 wk	Mon 3/21/16	Fri 3/25/16	22																																																	
25	Bidding and Construction Support	120 days	Fri 3/25/16	Fri 9/9/16																																																		
26	Project Bid	0 days	Fri 3/25/16	Fri 3/25/16	24																																																	
27	Construction	6 mons	Mon 3/28/16	Fri 9/9/16	26																																																	

Project: ETG - Calaveras River - Sc
Date: Mon 10/5/15

Task		External Tasks		Manual Task		Finish-only	
Split		External Milestone		Duration-only		Deadline	
Milestone		Inactive Task		Manual Summary Rollup		Critical	
Summary		Inactive Milestone		Manual Summary		Critical Milestone	
Project Summary		Inactive Summary		Start-only		Progress	

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Exhibit D:
Insurance Requirements for Professional Services

(Consultant Services – Calaveras River Bicycle and Pedestrian Path Project)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL

policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit “E”
Calaveras River Bicycle and Pedestrian Path
City Project PW1437/Federal-Aid Project No. ATPL-5008(143)

This form shall be physically attached to Professional Services Contract

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**Additional California Department of Transportation (Caltrans) Exhibits
Incorporated:**

- Exhibit 10-C “Consultant Contract Reviewers Checklist”
 - Exhibit 10-I “Notice to Proposers Disadvantaged Business Enterprise Information”
 - *Exhibit 10-K “Consultant Certification of Costs and Financial Management System”
 - Exhibit 10-O1 “Consultant Proposal Disadvantaged Business Enterprise Commitment”
 - Exhibit 10-O2 “Consultant Contract Disadvantaged Business Enterprise Information”
 - Exhibit 10-Q “Disclosure of Lobbying Activities”
 - Exhibit 10-S “Consultant Performance Evaluation” *(Due at end of project)*
 - Exhibit 10-T “Panel Member Conflict of Interest & Confidentiality Statement”
 - Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement”
 - Exhibit 12-B “Bidder’s List of Subcontractors (DBE’s and Non-DBE’s)”
 - Exhibit 12-E “PS&E Checklist Instructions”
 - Exhibit 12-H “Debarment and Suspension Certification”
 - Exhibit 15-H “DBE Information – Good Faith Efforts”
 - Exhibit 17-F “Final Report-Utilization of DBE and First Tier Subcontractors”
 - Exhibit 17-O “DBE Certification Status Change”
- * (applicable when cost is over \$150,000)*

ARTICLE I INTRODUCTION

The provisions contained in this exhibit are hereby made a part of the consultant contract for this project. The provisions are additive to the Professional Services Contract and shall be physically attached to the Contract.

“Scope of Services” in the following articles is defined as the combination of the project scope of work and the corresponding fee to complete the scope of work.

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ARTICLE II STATEMENT OF WORK

- A. Services to be Furnished
See Exhibit "A", Scope of Services of the Professional Services Contract.
- B. Design Standards
The Consultant shall perform the services in accordance with the City of Stockton Standard Plans & Specifications (current edition), and Caltrans 2010 Standard Plans & Specifications and any amendments thereto.
- C. Consultant's Endorsement on Plans, Specification and Estimates/other Data
The responsible Consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
- D. Right of Way
See Exhibit "A", Scope of Services of the Professional Services Contract.
- E. Subsurface Investigation
See Exhibit "A", Scope of Services of the Professional Services Contract.
- F. The City's Obligations
See Section 4 "Rights and Duties of City", of the Professional Services Contract.
- G. Conferences, Visits to Site, Inspection of Work
The Consultant and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to meet, review, and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis. Cost incurred by Consultant for meetings, subsequent to the initial meeting shall be included in the fee.
- H. Checking Shop Drawings/Submittals
See Exhibit "A", Scope of Services of the Professional Services Contract.
- I. Documentation
The Consultant shall document the results of their services to the satisfaction of the CITY, and if applicable, the state and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the scope of work objectives.

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- J. Number of Copies
See Exhibit "A", Scope of Services of the Professional Services Contract.
- K. Surveys
See Exhibit "A", Scope of Services of the Professional Services Contract, to determine if Consultant will be providing survey services.
- L. Consultant Services During Construction
See Exhibit "A", Scope of Services of the Professional Services Contract, to determine if Consultant will be providing services during construction, such as materials testing, construction surveys, etc. Also see Exhibit "B," Compensation to the Professional Services Contract, for method of payment requirements.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Project Manager to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. Consultant's Project Manager shall meet with CITY'S Project Manager, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. Effective Contract Dates
See Section 3 – Schedule and Term of the Professional Services Contract.
- B. Contract Award
Consultant is advised that any recommendation for contract award is not binding on the CITY until the contract is fully executed and approved by the CITY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. The CITY will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Scope of Services, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for

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overhead costs at a rate that exceeds the CITY's approved overhead rate set forth in the Scope of Services. In the event, that the CITY determines that a change to the work from that specified in the Scope of Services and contract is required, the contract time or actual costs reimbursable by the CITY shall be adjusted by Contract Change Order to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by Contract Change Order.

- B. In addition to the allowable incurred costs, the CITY will pay Consultant a fixed fee of (See Exhibit B to Professional Services Contract). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by Contract Change Order.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Compensation Schedule- Exhibit B to the Professional Services Contract.
- D. When milestone cost estimates arrears included in the approved Scope of Services, shall obtain prior written approval for a revised milestone cost estimate from the Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in areas based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the CITY's Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Scope of Services and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article XV Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to the CITY's Project Manager at the following address:

City of Stockton, Public Works Department

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22 E. Weber Avenue, Room 301
 Stockton, CA, 95202

- H. The total amount payable by the CITY including the fixed fee shall not exceed the amount noted in Section 2 – Compensation of the Professional Services Contract.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Scope of Services and is approved by the Public Works Director.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. Termination of Contract
 See Section 8 of the Professional Services Contract.
- B. Liable Amount
 The maximum amount for which the Government shall be liable if this contract is terminated is for only those costs uncured up to termination of contract.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the CITY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

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ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the CITY's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the CITY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the CITY will excuse Consultant from full and timely performance, in accordance with the terms of this contract.
- D. For contracts totaling \$150,000 or greater, Consultant and subconsultants' contracts, including Scope of Services and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, Scope of Services and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, Scope of Services, and ICR shall be adjusted by Consultant and approved by CITY project manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be

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incorporated into the contract by this reference if directed by the CITY at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

For contracts over \$3,500,000, the following section applies:

- E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, the City will reimburse the Consultant at a provisional ICR until a FAR compliant ICR {e.g. 48CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

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3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. Consultant may submit to City final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of City; and, (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO City no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between City and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.
- B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Local Agency.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

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- E. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the CITY's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in Consultant's Scope of Services and exceeding \$5,000 prior authorization by the CITY's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:
 "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Consultant may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

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- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination (see <http://www.dir.ca.gov>).

ARTICLE XIII CONFLICT OF INTEREST

- A. Consultant shall disclose any financial, business, or other relationship with the CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- F. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one which is subject to the control of the same persons through joint ownership or otherwise.
- G. Consultant further certifies that neither Consultant nor any firm affiliated with Consultant, will bid on any construction subcontracts included with Construction Contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

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- H. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING (Applies only to contracts over \$150,000)

- A. Consultant certifies to the best of his or her knowledge and belief that:
1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal 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; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be

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subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Firm and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Firm and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Firm and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.
- C. Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation- Title 49 Code of Federal Regulations, Part 21- Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of non-discrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. Consultant, with regard to the work performed by it during the contract shall act in accordance with Title VI. Specifically, Consultant shall not discriminate on the basis

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of race, color, natural origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination, prohibited by Section 21.5 of the US Department of Transportation's regulations, including employment practices with the contract covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to the CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.

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- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. The CITY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XIX CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. Consultant shall only commence work covered by a Contract Change Order after the Contract Change Order is executed and notification to proceed has been provided by the CITY's Project Manager.
- C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Scope of Services, which is a part of this contract without prior written approval by the CITY's Project Manager.

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

This project does **not** require a Disadvantaged Business Enterprise (DBE) goal. DBE Forms are not required to be submitted with this proposal. **Any questions regarding the DBE program should be directed to Cynthia Erdman, DBE Compliance, at (209) 937-7390.**

ARTICLE XXI CONTINGENT FEE

Consultant warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee

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consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by Consultant.

- B. Not later than 30 days after completion of all work, including deliverables necessary to complete the plan, specifications, and estimate, if applicable, under the contract, Consultant may request review by the CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this contract.

ARTICLE XXIII INSPECTION OF WORK

Consultant and any subconsultant shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIV SAFETY

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the CITY has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

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ARTICLE XXV INSURANCE

See Section 12 of the Professional Services Contract.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the CITY; and no further contract will be necessary to transfer ownership to the CITY. Consultant shall furnish the CITY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by Consultant under this contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The CITY may permit copyrighting reports or other contract products. If copyrights are permitted; the contract shall provide that the FHWA 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.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the CITY's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the

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CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. Consultant's personnel that the CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.
- C. Services of Consultant's personnel in connection with the CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

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

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disclosed by Consultant to any entity other than the CITY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXX EVALUATION OF CONSULTANT

Consultant's performance will be evaluated by the CITY. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the City from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXII NOTIFICATION

See Section 14- Notices of the Professional Services Contract.

ARTICLE XXXIII CONTRACT

Refer to the Professional Services Contract.

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ARTICLE XXXIV SIGNATURES

Refer to the Professional Services Contract.

EXHIBIT 10-C CONSULTANT CONTRACT REVIEWERS CHECKLIST

Date: 10/01/2015

Agency Name: City of Stockton

Federal or State Project Number: ATPL-5008(143)

Local Agency Contract Number: PW1437

Project Location: Calaveras River from Brookside Road to Cherokee Road

Consultant Name: ECHELON Transportation Group

Contract Begin and End Dates: November 2015 to December 2017

Contract Max Dollar Amount: \$ 87,852

I. SELECTION PROCEDURES ITEMS NEEDED FOR REVIEW

			<u>Project File Location</u>
			<u>Tab No.</u>
A. Description of need for consultant	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
B. Request For Proposal (RFP), or Request For Qualification (RFQ) documents	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
C. Records of Publication for RFP or RFQ	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
D. DBE Utilization Goal Setting (Exhibit 10-I) (State Funds Only)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<u>N/A</u>
E. Records of Response to Solicitation	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
F. Independent cost estimates - documented	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
G. Conflict of Interest and Confidentiality statement of panel members (Exhibit 10-T)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
H. Evaluation criteria and Weights (Exhibit 10-B)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
I. Documentation of consultant selection (retain all original score sheets and final rankings)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
J. Plan to monitor work (Designated Contract Administrator)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>11</u>
K. Audit and Review documents (Exhibit 10-K for contracts over \$150,000, and Exhibit 10-A for contracts over \$1M, or past audits) (Exhibit 10-K is N/A - Contract is under \$150,000)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>N/A</u>

II. CONSULTANT CONTRACT APPROVAL CHECKLIST (See Exhibit 10-R A&E Sample Contract Language)

For contracts over \$1M, document the resolution of all identified deficiencies in A&I Conformance Review Letter and obtain Caltrans DLAE concurrence.

Consultant Contract
Page No.

A. Introduction (See Exhibit 10-R, Article I)

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Date of Contract 2. Names, Address and Identifying Data of Agreeing Parties 3. Location and Description of Project 4. Name of Local Agency Contract Administrator 5. Name of Consultant Project Manager | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <u>Pgs.1-5</u> |
|--|--|

B. Contract**1. Statement of Work (See Exhibit 10-R, Article II)**

Include description of work to be done by Consultant, including deliverables and delivery schedules, standards for design and other work, quality control measures, acceptance criteria, meetings and site visits, and professional license requirements. Each phase of the work should be described in detail, including engineering studies, preliminary and final design, environmental analysis and clearance documents (NEPA/CEQA), right of way, surveys, landscape architecture, geotechnical investigation, design support during construction, and construction management. This section should also include the description of work to be done by the local agency.

2. Consultant's Reports or Meetings (See Exhibit 10-R, Article III)**3. Mandatory Fiscal and Federal provisions (See Exhibit 10-R)** YES NO _____

1. Performance Period (begin and end date) (Article IV)
2. Allowable Costs and Payments (Article V)
3. Termination (Article VI)
4. Cost Principles and Administrative Requirements (Article VII)
5. Retention of Records/Audit (Article VIII)
6. Audit Review Procedures (Article IX)
7. Subcontracting (Article X)
8. Equipment Purchase (Article XI)
9. State Prevailing Wage Rates (Article XII)
10. Conflict of Interest (Article XIII)
11. Rebates, Kickbacks or other Unlawful Consideration (Article XIV)
12. Prohibition of Expending State or Federal Funds for Lobbying (Article XV)
13. Statement of Compliance (Article XVI)
14. Debarment and Suspension Certification (Article XVII)

4. Miscellaneous Provisions (See Exhibit 10-R) YES NO _____

1. Funding Requirements (Article XVIII)
2. Change in Terms (Article XIX)
3. Disadvantaged Business Enterprises (DBE) Participation (Article XX)
4. Contingent Fee (Article XXI)
5. Disputes (Article XXII)
6. Inspection of Work (Article XXIII)
7. Safety (Article XXIV)
8. Insurance (Article XXV)
9. Ownership of Data (Article XXVI)
10. Claims Filed by LOCAL AGENCY's Construction Contractor (Article XXVII)
11. Confidentiality of Data (Article XXVIII)
12. National Labor Relations Board Certification (Article XXIX)
13. Evaluation of Consultant (Article XXX)
14. Retention of Funds (Article XXXI)
15. Notification (Article XXXII)
16. Contract (Article XXXIII)
17. Signatures (Article XXXIV)

List any provision that is not included in contract and reason for non-inclusion.

C. All findings in the Conformance Review Letter (for contracts over \$1M only) have been resolved, and a copy retained in project/contract file (N/A Contract under \$150,000)

 YES NO N/A

D. Record of cost/profit negotiations

 YES NO 11

E. DBE Commitment (Exhibit 10-O1 and 10-O2), or GFE
(N/A this project has State Funds Only)

 YES NO N/A

F. Signatures

 YES NO _____

G. Cost Proposal – Final Cost proposal to be incorporated into contract

 YES NO 11**Karla Cervantes****10/01/2015****Local Agency Contract Administrator****Date**

Distribution: 1) Copy - Caltrans DLAE within 30 days of Contract Award
2) Original copy for the Local Agency Project file

EXHIBIT 10-H COST PROPOSAL - Calaveras Bicycle and Pedestrian Path ProjectConsultant: Echelon Transportation Group Contract No. ATPL-5008 (143) Date 9/22/2015**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	
Project Manager	Adrian Engel	96	\$ 58.00	\$ 5,568.00
Project Engineer	William Shunk	394	\$ 46.00	\$ 18,124.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -
			\$	\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 23692
b) Anticipated Salary Increases	\$
c) TOTAL DIRECT LABOR COSTS [(a)+(b)]	\$ 23,692.00

FRINGE BENEFITS

d) Fringe Benefits (Rate <u>18%</u>)	e) TOTAL FRINGE BENEFITS [(c)x(d)]	\$ 4,264.56
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INDIRECT COSTS

f) Overhead (Rate <u>123%</u>)	g) Overhead [(c)x(f)]	\$ 29141.16
h) General Administrative (Rate _____ %)	i) Gen & Admin [(c) x (h)]	\$ 0
	j) TOTAL INDIRECT COSTS [(g) + (i)]	\$ 29,141.16

FIXED FEE (Profit)

q) (Rate <u>10%</u>)	k) TOTAL PROFIT [(c) + (e) + (j)] x (q)	\$ 5,709.77
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OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs)	\$
m) Equipment Rental and Supplies (itemize) - Printing costs	\$ 500
n) Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc.	\$
o) Subconsultant Costs (attach detailed cost proposal in same format, as prime consultant estimate for each subconsultant)	\$ 0
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]	\$ 500.00

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ 63,307.49

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

COST PROPOSAL
Calaveras River Bicycle and Pedestrian Path Project
 ATPL-5008(143)

CONTRACT
 SUBCONSULTANT Crawford & Associates, Inc. - Design Services

Date 09/22/15

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Principal		55.00	2.0 @	\$ 55.00	\$ 110.00
Project Mgr		55.00	10.0 @	\$ 55.00	\$ 550.00
Senior Eng		41.00	8.0 @	\$ 41.00	\$ 328.00
Senior Eng		37.00	0.0 @	\$ 37.00	\$ -
Project Eng.		29.00	24.0 @	\$ 24.00	\$ 576.00
Drafting		35.00	6.0 @	\$ 35.00	\$ 210.00

Subtotal Direct Labor Costs \$ 1,774.00
Anticipated Salary Increases \$ -

Total Direct Labor Costs \$ 1,774.00

FRINGE BENEFITS

	Rate	Total
Fringe Benefits	29.00%	\$ 514.46
Total Fringe Benefits		\$ <u>514.46</u>

INDIRECT COSTS

Overhead/General and Administrative	135.00%	\$ 2,394.90
Total Indirect Costs		\$ <u>2,394.90</u>

SUB-CONTRACTOR COSTS

Drilling Subconsultant	\$ <u>-</u>
------------------------	-------------

FEE @ 10%

\$ 468.34

OTHER COSTS

Mileage	\$ <u>60.00</u>
Coring Equipment	\$ <u>-</u>
Laboratory Testing - Design	\$ <u>-</u>
Permits	\$ <u>-</u>
Reproductions/Delivery	\$ <u>-</u>
Total Other Costs	\$ <u>60.00</u>

TOTAL COSTS

Total \$ 5,211.70

EXHIBIT 10-H COST PROPOSAL

Page 1

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)Consultant: UNICO Engineering Inc Contract No.: _____ Date: 9/14/15**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Drafter	Loran Wagener	20	\$ 22.00	\$ 440.00
Staff Land Surveyor	CJ Smith	30	\$ 45.00	\$ 1,350.00
Party Chief*	Rob Markes *	28	\$ 57.27	\$ 1,603.56
Party Chief*	Ryan Thompson	81	\$ 61.42	\$4,975.02

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ <u>8,368.58</u>
b) Anticipated Salary Increases (see page 2 for sample)	\$ <u>NONE</u>
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$ <u>8,368.58</u>

FRINGE BENEFITS

d) Fringe Benefits (Rate: N/A %)	e) TOTAL FRINGE BENEFITS [(c) x (d)]	\$ 0
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INDIRECT COSTS

f) Overhead (Rate: <u>110%</u>) SHR	g) Overhead [(c) x (f)]	<u>9205.44</u>
h) General and Administrative (Rate: N/A %)	i) Gen & Admin [(c) x (h)]	\$ 0
	j) TOTAL INDIRECT COSTS [(g) + (i)]	\$ <u>9,205.44</u>

FIXED FEE (Profit)

n) (Rate: <u>10</u> %)	k) TOTAL PROFIT [(c) + (e) + (j)] x (q)	\$ <u>1,757.40</u>
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OTHER DIRECT COSTS (ODC)

l) Travel/Mileage Costs (supported by consultant actual costs)	\$ _____	
m) Equipment Rental and Supplies (itemize)	<u>\$ 0</u>	
n) Permit Fees (itemize)	\$ _____	
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	\$ _____	
	p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]	\$ 0
	TOTAL COST [(c) + (e) + (j) + (k) + (p)]	\$ <u>19,331.42</u>

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____%

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

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, Code of Federal Regulations (CFR), Part 26.5.
- 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 Contracts 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 Consultant must 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 must 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 DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must 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. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. 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 consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE 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 DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, 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 23.55, 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 subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

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 1-866-615-6344 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 2. Click on Search for a DBE Firm link;
 3. 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.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE 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 Contract 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 Contract 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 DBE 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.

NOT APPLICABLE

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

*(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of
DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at
http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)*

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

Contract Number: _____ Project Number: _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ _____ and the number of states in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

Date of Certification (mm/dd/yyyy): _____

Consultant Contact Information:

Email: _____

Phone number: _____

****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.**

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title		
20. Local Agency Representative's Signature 21. Date _____			
22. Local Agency Representative's Name 23. Phone _____			
24. Local Agency Representative's Title _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime, consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			14. TOTAL CLAIMED DBE PARTICIPATION
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's Signature _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
24. Date _____			15. Preparer's Signature _____ 16. Date _____
25. Local Agency Representative's Name _____			17. Preparer's Name _____ 18. Phone _____
26. Phone _____			19. Preparer's Title _____
27. Local Agency Representative's Title _____			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column.
%: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

No ACTIVITIES TO DISCLOSE
EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year ____ quarter ____ date of last report ____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services including address if different from No. 10a (If individual, last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. 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:</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (attach Continuation Sheet(s) if necessary)</p>		
<p>17. 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.</p>	<p>Signature: <u><i>Adrian Engel</i></u></p> <p>Print Name: <u>Adrian Engel</u></p> <p>Title: <u>Vice President</u></p> <p>Telephone No.: <u>(916) 442-4986</u> Date: <u>9-23-15</u></p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q 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 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. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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).
12. 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.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and 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

Consultant Performance Evaluation

Exhibit 10-S Consultant Performance Evaluation

1. PROJECT DATA		2. CONSULTANT DATA						
1a.	Project (include title, location, and Activity/CIP No.)	2a.	Consultant Name and Address					
1b.	Brief Description of Project (design, study, etc.)	2b.	Consultant's Manager					
1c.	Budget Cost for Project: \$ _____	2c.	Phone: _____					
3. AGENCY DEPARTMENT/SECTION RESPONSIBLE								
3a.	Department (include section and division)		3b. Agency Project Manager (name & phone)					
4. CONTRACT DATA (Engineering Services)								
4a.	Contract No.: _____		Termination date: _____		Base Fee: \$ _____			
	Agreement date: _____		Date terminated: _____		Contingency: \$ _____			
4b.	Amendment \$ _____ / # _____	(Total Value) (Initiated by Agency)		\$ _____ / # _____	(Total Value) (Initiated by Agency)			
4c.	Change Order \$ _____ / # _____	(Total Value) (Initiated by Agency)		\$ _____ / # _____	(Total Value) (Initiated by Agency)			
4d.	Total Fee per Agreement (4a. + 4b. + 4c.) \$ _____			Total Fee Paid \$ _____				
(Do not include Contingency Listed in 4a.)								
4e.	Type of Services (Design, study, etc.)	4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)						
			Preliminary	30%	70%	90%	100%	Final
		Per Agreement						
		Delivery Date						
	Acceptance Date							
4g.	Notice To Proceed _____ (date)	4j. Reasons for Change Orders: (Indicate total for each reason)						
		Errors/Omissions \$ _____		% of Base Fee		0.00%		
		Unforeseen Conditions \$ _____		% of Base Fee		0.00%		
4h.	Number of Days _____ (number)	Changed Scope \$ _____		% of Base Fee		0.00%		
		Changed Quantities \$ _____		% of Base Fee		0.00%		
4i.	Actual Number of Days _____ (number)	Program Task Options \$ _____		% of Base Fee		0.00%		
5. OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)								
		Outstanding	Above Average	Average	Below Average	Poor	N/A	
5a.	Plans/Specifications accuracy							
5b.	Consistency with budget							
5c.	Responsiveness to Agency Staff							
5d.	Overall Rating							
6. AUTHORIZING SIGNATURES								
6a. Agency Design Team Leader _____		Date: _____						
6b. Agency Project Manager _____		Date: _____						
6c. Agency Public Works Manager _____		Date: _____						
6d. Consultant Representative _____		Date: _____						

See Reverse Side

Consultant Performance Evaluation

PLANS/SPECIFICATIONS ACCURACY	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A	Responsiveness To Staff	Outstanding	Above Avg.	Avg.	Below Avg.	Poor	N/A
Plans Specifications clear and concise							Timely Responses						
Plans/Specs Coordination							Attitude toward Client and review bodies						
Plans/Specs properly formatted							Follows directions and Chain of responsibility						
Code Requirements covered							Work product delivered on time						
Adhered to Agency Standard Drawings/Specs							Timeliness in notifying Agency of major problems						
Drawings reflect existing conditions							Resolution of field Problems						
As-Built Drawings							Consistency with budget						
Quality Design							Reasonable Agreement negotiation						
Change Orders due to design deficiencies are minimized							Adherence to fee schedule						
							Adherence to project Budget						

Section III EXPLANATIONS AND SUPPLEMENTAL INFORMATION
 (Attach additional documentation as needed)

Item _____: _____

*Indicates supporting documentation attached.

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS: ATPL-5008(143)

PROJECT NAME:

Calaveras River Bicycle and Pedestrian Path Project

APPLICABILITY: Applicable to local agency consultant procurements which will contain Federal or State funds in the consultant contract.

- I am an employee of the local agency that is responsible for this procurement.
- I am an employee of a consultant under contract to the local agency that is responsible for this procurement but I am not in a management position with the local agency.
- I have a personal, financial, or business interest in past employment activity or a personal relationship regarding the firms (including subconsultants) that are the subject of this evaluation. A brief description is provided on the back of this form.
- I certify that I have no current contractual relationship with any of the firms (including subconsultants) that are the subject of this evaluation.
- I certify that I have no personal or financial interest and no present or past employment activity or personal relationship or prior contractual relationship which would be incompatible with my participation in this solicitation process and I am fully able to give full, fair and impartial consideration to all proposals/bids as an appointee to the related evaluation.
- I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents.

Panel Member Conflict of Interest & Confidentiality Statement

The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- I fully understand and agree to immediately disqualify myself as soon as I am aware of a conflict of interest that may compromise my fair and impartial consideration of the proposals/bids.
- I certify that I will hold in the strictest confidence all bids, proposals, correspondence, memoranda, working papers, or any other media which has any bearing on, or disclose any aspect of, any respondent or potential respondent to the RFP/RFQ above. I will not discuss the evaluation process with anyone not involved in the evaluation process until its completion.
- I fully understand that it is unlawful for a person to utilize any organization name or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above is a basis for disciplinary action, up to and including termination or referral to the appropriate authorities for further investigation.
- I am aware that the following firms and subconsultants/subcontractors have submitted proposals in response to the above referenced solicitation:

List firms including subconsultants/subcontractors:

1.
Kjeldsen Sinnock and Neudeck Inc.
 2.
Bennet Engineering Services
 3.
BKF Engineers, Surveyors, Planners
 4.
ECHELON Transportation Group
- etc.
AluCeron Consulting Group

Date: 9/2/2015

Signed: *Karla Cervantes*

Name: Karla Cervantes

Title: Associate Engineer / Project Manager

Dept./Local Agency: Public Works Dept.- City of Stockton

Employer: City of Stockton

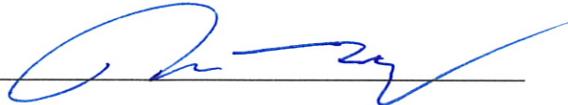
CONTRACT ADMINISTRATOR'S REVIEW

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and have determined, according to the information provided, that this individual:

does not have a conflict of interest and can participate in the "Selection Panel"

does have a conflict of interest and cannot participate in the "Selection Panel"

Date: 9/2/2015

Signed: 

Name: James Wong

Title: Senior Civil Engineer

Dept./Local Agency: Public Works Dept. City of Stockton

Employer: City of Stockton

Distribution: Original – Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS: ATPL-5008(143)

PROJECT NAME:

Calaveras River Bicycle and Pedestrian Path Project

APPLICABILITY: Applicable to local agency consultant procurements which will contain Federal or State funds in the consultant contract.

- I am an employee of the local agency that is responsible for this procurement.
- I am an employee of a consultant under contract to the local agency that is responsible for this procurement but I am not in a management position with the local agency.
- I have a personal, financial, or business interest in past employment activity or a personal relationship regarding the firms (including subconsultants) that are the subject of this evaluation. A brief description is provided on the back of this form.
- I certify that I have no current contractual relationship with any of the firms (including subconsultants) that are the subject of this evaluation.
- I certify that I have no personal or financial interest and no present or past employment activity or personal relationship or prior contractual relationship which would be incompatible with my participation in this solicitation process and I am fully able to give full, fair and impartial consideration to all proposals/bids as an appointee to the related evaluation.
- I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer, or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents.

The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- I fully understand and agree to immediately disqualify myself as soon as I am aware of a conflict of interest that may compromise my fair and impartial consideration of the proposals/bids.
- I certify that I will hold in the strictest confidence all bids, proposals, correspondence, memoranda, working papers, or any other media which has any bearing on, or disclose any aspect of, any respondent or potential respondent to the RFP/RFQ above. I will not discuss the evaluation process with anyone not involved in the evaluation process until its completion.
- I fully understand that it is unlawful for a person to utilize any organization name or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above is a basis for disciplinary action, up to and including termination or referral to the appropriate authorities for further investigation.
- I am aware that the following firms and subconsultants/subcontractors have submitted proposals in response to the above referenced solicitation:

List firms including subconsultants/subcontractors:

1.
Kjeldsen Sinnock and Neudeck Inc.
 2.
Bennet Engineering Services
 3.
BKF Engineers, Surveyors, Planners
 4.
ECHELON Transportation Group
- etc.
AluCeron Consulting Group

Date: 9/2/2015

Signed:  _____

Name: James Wong

Title: Senior Civil Engineer

Dept./Local Agency: Public Works Dept.- City of Stockton

Employer: City of Stockton

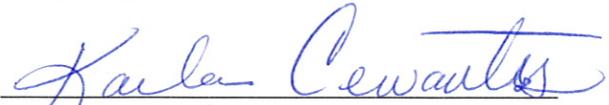
CONTRACT ADMINISTRATOR'S REVIEW

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and have determined, according to the information provided, that this individual:

does not have a conflict of interest and can participate in the "Selection Panel"

does have a conflict of interest and cannot participate in the "Selection Panel"

Date: 9/2/2015

Signed: 

Name: Karla Cervantes

Title: Project Manager

Dept./Local Agency: Public Works Dept. City of Stockton

Employer: City of Stockton

Distribution: Original – Local Agency Consultant File

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT POSITION CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT**

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME:

APPLICABILITY: Applicable to local agency consultants in management positions that exercise authority over the Architect & Engineering Selection Panel from which the local agency has or plans to have one or more consultant contracts containing Federal or State funds.

- I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.
- I am in a management position with the local agency, my title is listed below and I have attached my duty statement.
- The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all Federal and State requirements. Also this contract has a specific beginning and ending date.
- I hereby certify as follows:
1. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
 2. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
 3. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in managing the work; and not approving changes in the schedule, scope, deliverables or invoices.
 4. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.
- I certify that I have read **49 CFR 18.36(b)(3)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. **Note:** Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer, or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

- I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above could be a basis for ineligibility of reimbursement of State or Federal project funds.

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

REVIEW BY SUPERVISOR OF CONSULTANT IN MANAGEMENT POSITION

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

- that the foregoing named local agency consultant who is under contract and in a management position with our local agency, abides by the foregoing terms and conditions;
- that should the foregoing named local agency consultant, who is under contract and in a management position with our local agency, violate any of the foregoing terms and conditions,

the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

Date: _____ Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

REVIEWED/CONCURRENCE BY DISTRICT LOCAL ASSISTANCE ENGINEER

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and Supervisor's statement.

- Based upon the foregoing, I concur that the consultant, who is under contract and in a management position with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for Federal and State reimbursement.
- Based upon the foregoing, I do not concur as I believe that the consultant, who is under contract and in a management position with the local agency, does appear to present a conflict of interest.
- The consultant's time is not considered eligible for either Federal or State reimbursement.
- The local agency is not considered eligible for either Federal or State reimbursement.

Date: _____ (DLAE) Signed: _____

Name: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with signature

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		If YES list DBE # Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		If YES list DBE # Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		If YES list DBE # Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		If YES list DBE # Age of Firm (Yrs.)
City State ZIP				

Distribution: 1) Original - Local Agency File

EXHIBIT 12-E PS&E CHECKLIST INSTRUCTIONS

The PS&E Checklist is to be completed by the local agency in accordance with the following instructions and attached to the PS&E Certification.

I. HIGHWAY SYSTEM AND FUNCTIONAL CLASSIFICATION**A. National Highway System**

Some PS&E requirements depend on the whether the project is on or off the National Highway System (NHS). For FHWA approved NHS maps, see http://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/

B. Functional Classification

Federal-aid eligibility, design standards as well as some PS&E requirements depend on the functional classification of the route the project is on. For more guidance see FHWA's Guidance for the Functional Classification of Highways Website at: <http://www.fhwa.dot.gov/policy/ohpi/hpms/fchguidance.cfm>.

II. PROJECT SCOPE OF WORK

Scope of work in the PS&E must be consistent with that identified in the original scoping document or application. Otherwise, appropriate approvals must have been obtained.

III. TYPE OF CONSTRUCTION

Design standards as well as some oversight responsibilities depend on the type of construction. See Section 11.1 of the LAPM for definitions.

IV. METHOD OF CONSTRUCTION**A. Contracting Method**

Unless justified by a Public Interest Finding (Exhibit 12-F *Request for Approval of Cost-Effectiveness/Public Interest Finding*), all Federal-aid construction contracts must be awarded to the lowest responsible bidder of a competitive bid process. See Section 12.4 *Method of Construction* of the LAPM for additional information.

B. Force Account (Day Labor)

A PIF (See Section 12.4 *Method of Construction* in the LAPM and Exhibit 12-F *Request for Approval of Cost-Effectiveness/Public Interest Finding*) must justify any force account construction work performed by the local agency. Check the appropriate boxes and process the PIF as required.

V. ENVIRONMENTAL ANALYSIS

The preparation of PS&E must reflect findings of the environmental analysis performed for the project. By checking the box, the agency certifies that the necessary actions called for by the environmental documents have been responded to in the PS&E. Failure to check the box will result in denial of the Request for Authorization. (See Section 12.3 *Environmental Procedures* of the LAPM for additional guidance).

VI. VALUE ENGINEERING ANALYSIS (VA)

A value engineering analysis is required for: (1) all Federal-aid highway projects on the NHS with a total estimated project cost of \$50 million or more, and (2) all bridge projects on the NHS with a total estimated project cost of \$40 million or more. (See Section 12.5 *Value Engineering Analysis* of the LAPM for additional guidance).

VII. GEOMETRIC DESIGN STANDARDS

If the project does not change existing geometrics, Section A and B do not apply and the local agency is not required to check any boxes in these sections. See Chapter 11 of the LAPM for additional guidance on geometric design standards.

A. Geometric Design Standards Used

New and reconstruction projects on the NHS shall be designed in accordance with Standards as defined in the current edition of *A Policy on Geometric Design of Highways and Streets*, published by the American Association of State Highway and Transportation Officials (AASHTO). The minimum standards for geometric design of local Federal-aid resurfacing, restoration and rehabilitation (3R) projects on the NHS are shown in Exhibit 11-A. Local geometric design standards that have been developed for use on locally funded new and reconstruction, or 3R projects off the NHS, may be used subject to the conditions listed in Chapter 11, "Design Standards." Check appropriate box only if this section applies.

B. Deviations from Controlling Criteria

The controlling criteria listed are considered to be of primary importance for highway safety, and deviations require design exception approval procedures as described in Chapter 11, "Design Standards," and Section 12.7 "Plans" of the LAPM. Check whether the criteria have been met on this project. If a design exception has been approved, indicate the approval date. Documentation shall be retained in the project files.

VIII. BRIDGE DESIGN PROCEDURES

All bridges shall be designed in accordance with the current edition of the *Caltrans Bridge Design Specifications Manual and the latest California Amendments to the AASHTO LRFD Bridge Design Specifications*. Check if requirement met, or if the project does not include any bridge construction indicate requirement does not apply.

IX. STANDARD PLANS

For projects off the State Highway System, the local agency may use Caltrans Standard Plans, Standard Plans for Public Works Construction, or subject to the conditions described in Section 11.3 *Locally Developed Design Standards* and Section 12.7 *Plans* of the LAPM.

X. PROJECT PLANS AND SPECIFICATIONS

Project plans and specifications shall be signed and stamped on behalf of the local agency by the person in responsible charge and who is a registered professional engineer licensed to practice in the State of California. (See Section 12.7 *Plans* of the LAPM).

A traffic control plan shall be included in the PS&E for all Federal-aid highway construction projects. Check boxes to indicate requirements are met. Failure to check both boxes will result in denial of the Request for Authorization.

Erosion control plans may be required, see Section 12.7 *Plans*, in the LAPM. If required, check box.

Whenever applicable, project plans and specifications will need to comply with the federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. If ADA requirements apply and will be complied with, check box.

XI. STANDARD SPECIFICATIONS

For projects off the State Highway System, the local agency may use *Caltrans Standard Specifications, the Standard Specifications for Public Works Construction*, or subject to the conditions described in Section 11.3 *Locally Developed Design Standards* of the LAPM.

XII. FEDERAL REQUIREMENTS

A. Required Federal Contract Provisions - Ensure Exhibit 12-G *Required Federal-aid Contract Language* or equivalent provisions are in the contract. Provide page numbers if not using Caltrans 2010 Standard Specifications and Revised Standard Specifications (RSS). RSS must be included in your contract special provisions.

Provisions for liquidated damages shall be included in all Federal-aid contracts on the NHS (see Chapter 12 *Plans, Specifications & Estimate* of the LAPM for requirements).

Current Buy America regulations are discussed in Section 12.8 *Federal Contract Requirements* of the LAPM. Buy America requirements do not apply to minimal use of the material such that the cost, delivered to the project site, is less than \$2,500 or one-tenth-of-one-percent of the contract amount, whichever is greater. Buy America applies if federal dollars are used on any phase of the project.

Chapter 12 *Plans, Specifications & Estimate* of the LAPM includes information for On-the-Job Training.

B. DBE Goal

Individual DBE contract goals will be established. Complete evaluation documentation is required and shall be retained for each contract (see DBE references in the LAPM).

In some cases, the contract DBE goal may be zero due to the extremely limited subcontracting opportunities for DBEs, the lack of certified DBEs willing to work in the geographic area in which work is to be performed, or other reasons. Documentation is required verifying that the local agency has determined that a zero percent DBE goal is appropriate. Documentation must be based on the DBE contract goal methodology with the specific project-related work codes and DBEs highlighted. In some cases there may be no contract goal (which is different than zero percent goal) if, for example, the contract is sole-source or non-profit.

C. Certification/Disclosures

The certification and disclosure forms listed in Exhibit H *Sample Bid* shall be included in all Federal-aid projects. Except for the Disclosure of Lobbying form and instructions, equivalent provisions may be used. See Section 12.8 *Federal Contract Requirements* of the LAPM for more information.

D. Other Required Forms

Two forms, or their equivalents, relating to subcontractors must be included as part of the bid package. - Exhibits 15-G *Local Agency Bidder DBE Commitment (Construction Contracts, and 12-B Bidder's List of Subcontractors (DBE and Non-DBE)*. Exhibit 15-H *DBE Information - Good Faith Efforts* must also be part of the bid package if the DBE goal was not met.

E. Federal Wage Rates

If payment of federal predetermined wages are required per instructions in Subparagraph B.2.a "Section IV. Payment of Predetermined Wages," they shall be physically incorporated into the final contract documents and in all related subcontracts signed by the local agency and the contractor.

Check appropriate box (i.e., Federal Wage Rates are included in the contract advertising package, referenced by the Internet Web site address, or not required) and indicate page number if applicable.

It must be emphasized that if the Internet Web site address is used in the advertising package, the final contract package upon signed by the local agency and the contractor, must physically contain the Federal Wage Rates or the Federal Wage rates as revised by addendums, if any addendums were issued.

By checking the box the local agency is indicating that they are aware of the Federal-aid "10-day rule" for federal wage rates. See Section 12.9 Required Federal Contract Provisions – Federal Wage Rates for local agency requirements under the "10-day rule."

F. Relations with Railroad

Where construction of a Federal-aid project requires use of railroad properties or adjustments to railroad facilities, there shall be an agreement in writing between the local agency and the railroad company. The pertinent portions of the agreement applicable to any protective services required during performance of the work shall be included in the project specifications and special provisions.

Check appropriate box (i.e., provisions are included or not required). If provisions are included, indicate page number.

XIII. RESTRICTED CONTRACT PROVISIONS

Unless otherwise noted, see Section 12.10 of Chapter 12 for detailed guidance.

A. INDIAN PREFERENCES

Generally, local agencies may not use local hiring practices. However, SAFETEA-LU permits an Indian employment preference provision for projects on or near Indian reservations or Indian lands. Check the appropriate box.

B. BONDING AND PREQUALIFICATION

Bonding and prequalification procedures are not required for Federal-aid projects. However, any procedures or requirements for bonding, insurance, prequalification, qualification, or licensing of contractors shall not be used which may operate to restrict competition, prevent submission of a bid by or prohibit consideration of a bid submitted by any responsible contractor, whether a resident or nonresident of California. Check appropriate boxes, and if bonding and/or prequalification are used, check the last box to indicate the requirement will be met.

C. PRICE ADJUSTMENT CLAUSES

Price adjustment clauses may be implemented if certain conditions are met. If these clauses are used, the local agency must provide documentation of the required conditions in the project files. Check the appropriate box.

D. WARRANTY CLAUSES

Warranty clauses may be implemented if the conditions described in Section 12.12 of Chapter 12 are met. The local agency must provide documentation of the required conditions in the project files. Check the appropriate box.

E. PROPRIETARY ITEMS

The use of proprietary items is restricted as described in Section 12.12 in Chapter 12. If the use does not meet these restrictions, a Public Interest Finding justifying the use must be approved by the local agency and documented in the project files. Check the appropriate box.

XIV. MATERIALS AND EQUIPMENT

Unless otherwise noted, see Section 12.12 of Chapter 12 for details.

A. Publicly Owned Equipment (for use by Contractor)

The use of publicly owned equipment on a project going to bid must be justified with a Public Interest Finding. The local agency may approve the use provided it meets conditions described in Chapter 12. Check the appropriate box.

B. Equipment Purchases for Local Ownership

The cost of equipment purchased by the local agency or by the contractor with ownership transferred to the local agency for construction engineering is limited. Check the appropriate box.

C. Convict Produced Materials

Materials produced by convict labor may be used on any Federal-aid project if they meet certain conditions.

Check appropriate box.

D. Local Agency Furnished Materials

The use of local agency furnished materials not acquired on the basis of competitive bidding must be supported by a Public Interest Finding justifying the use (see Section 12.13 of Chapter 12). The justification must be approved by the local agency and documented in the project files. If these materials are included, check the appropriate box indicating the method of acquisition.

XV. PRELIMINARY ESTIMATE

An estimate of the contract items of work must be prepared in a format which describes the items of work, unit amount, quantity, unit price, amount, a subtotal, contingencies and a total (Exhibit 12-A *Preliminary Estimate of Cost* or equivalent). The estimate must be broken down into items sufficient in detail to meet the stated requirements. Check boxes if these requirements are met.

If the project is funded with more than one type of Federal-aid it must be segregated by fund types (see Chapter 3, "Project Authorization," of the LAPM). Check box if this requirement is met.

XVI. MAJOR PROJECTS WITH TOTAL COSTS EXPECTED TO EXCEED \$100 MILLION OR \$500 MILLION

The federal SAFETEA-LU requires that a local agency receiving an amount of federal financial assistance for "major" projects with an estimated total cost exceeding \$100 million must have a financial plan and projects exceeding \$500 million must also have a project management plan. For details of the required submittal and approval of these two plans, which are required for all "major" projects exceeding the two estimated total costs, refer to Chapter 2 "Roles and Responsibilities" of the LAPM .

XVII. LOCAL AGENCY SIGNATURE

The Federal Contract Provisions Checklist shall be signed by the person preparing the contract specifications. The checklist shall be signed even if prepared by the same person who will sign the PS&E Certification.

XVIII. CALTRANS ACCEPTANCE

Caltrans will indicate the appropriate acceptance statement based on the type of review, as described in Chapter 12, "Plans, Specifications & Estimate," of the LAPM and sign the bottom o

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% 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 DBE Commitment" form indicates that the bidder has met the DBE 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 DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE 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 DBE Commitment" of the Special Provisions:

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

Publications	Dates of Advertisement

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

Name of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

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

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

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

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

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

- E. Efforts made to assist interested DBEs 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 DBEs:

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

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE 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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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

NOT APPLICABLE

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.