

**AMENDMENT TO PROFESSIONAL  
SERVICES MASTER CONTRACT  
WITH KIMLEY-HORN AND ASSOCIATES, INC.**

This Amendment to Professional Services Master Contract for design services is made and entered into on \_\_\_\_\_, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as "FIRM," to provide CITY with design services for the DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD BUS RAPID TRANSIT, PHASE IV (PROJECT NO. 13-03/FEDERAL PROJECT NO. CML-5008(123)), hereinafter referred to as "PROJECT."

**WITNESSETH:**

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for Design, Geotechnical, Testing, Plan Review, and Survey Services; Construction Management and Inspection Services; Roofing, Electrical, and Mechanical Design Services; and Preparation of Generalized and Specialized CEQA and NEPA Studies on July 13, 2010, pursuant to Resolution No. 10-0242, as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide design services for PROJECT.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1—SCOPE OF SERVICES. The Scope of Services is hereby amended to include design services for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.
2. Section 2—COMPENSATION. Compensation is hereby amended (\$125,560) to include Exhibit "A," attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.
3. Section 3—SCHEDULE FOR COMPLETION. Services under this amendment will be performed during the period of March 2014 through March 2015, unless otherwise approved in writing.

4. Section 13—INSURANCE. Insurance requirements under this amendment shall comply with the current insurance requirements specified in Exhibit "B," which is attached to this contract and incorporated by this reference. FIRM shall provide thirty (30) days written notice to CITY prior to canceling or changing the terms of such coverage.

5. Section 14—FEDERAL PROVISIONS. FIRM shall comply with the Federal Aid Consultant Contract Provisions which are attached hereto as Exhibit "C" and incorporated herein by this reference.

6. All other terms and conditions of said original Professional Services Master Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Professional Master Contract to be executed on the date and year first written above.

ATTEST:

CITY

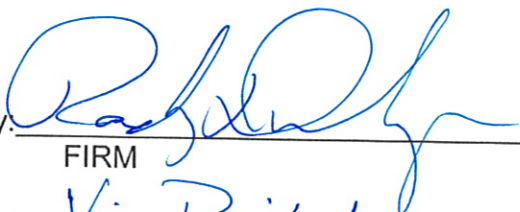
\_\_\_\_\_  
BONNIE PAIGE  
City Clerk of the City of Stockton

By: \_\_\_\_\_  
KURT O. WILSON  
CITY MANAGER

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

APPROVED AS TO FORM & CONTENT:  
JOHN M. LUEBBERKE  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
Deputy City Attorney

By:   
FIRM  
Title: Vice President

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PROPOSAL FOR B  
**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV

October 30, 2013

Mr. Parviz Chitsazan  
Associate Civil Engineer  
City of Stockton – Public Works Department  
22 E. Weber Avenue, 3rd Floor, Room 301  
Stockton, CA 95202

1300 Clay Street  
Suite 325  
Oakland, CA  
94612  
TEL 510-625-0712

**RE: Proposal for the Charter Way/Dr. Martin Luther King Jr. Boulevard and Mariposa Road BRT Phase IV Project**

Dear Mr. Chitsazan and Members of the Selection Committee:

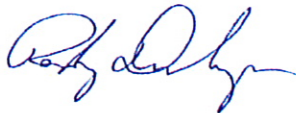
In accordance with the instructions provided in the above-referenced RFP, we are submitting the attached Cost Proposal, which lists our proposed staff by hours, cost per task, and total cost.

Our cost proposal is based on the task descriptions provided in the RFP and our understanding of the level of effort needed to complete the design and design support activities for the BRT Phase IV project.

As always for the City of Stockton, we are very flexible to adjustments and refinements of the fee estimate as necessary to better meet your needs. We thank you for your consideration, and should you have any questions, or need any additional information, please do not hesitate to call Kevin Aguigui at (510) 625-0712, (510) 393-6232 (cell), or via e-mail at [kevin.aguigui@kimley-horn.com](mailto:kevin.aguigui@kimley-horn.com).

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Randy Durrenberger, P.E.  
Principal-in-Charge

**COST PROPOSAL**  
**KIMLEY-HORN AND ASSOCIATES, INC.**  
**Professional Consulting Services for the Charter Way/Dr.Martin Luther King & Mariposa BRT Phase IV Project**

| Tasks                                                                | Durrenberger | Aguigui  | Chang   | Akwabi  | Wages    | Siochi   | Prof. II | Prof. III | Jr. Prof. | Analyst  | CADD    | Admin./ Support | Total   | Task Labor Cost  |
|----------------------------------------------------------------------|--------------|----------|---------|---------|----------|----------|----------|-----------|-----------|----------|---------|-----------------|---------|------------------|
| Task 1 - Background Research                                         | 2            | 8        |         |         | 32       | 32       |          |           |           | 8        | 16      | 4               | 102     | \$13,960         |
| Task 2 - Prepare Plans, Specifications and Estimate                  | 4            | 32       | 16      | 24      | 205      | 80       |          | 16        | 16        | 72       | 72      | 16              | 553     | \$76,820         |
| Task 3 - Coordination and Meetings                                   | 2            | 10       |         | 8       | 12       |          |          |           |           |          |         | 4               | 36      | \$6,240          |
| Task 4 - Environmental                                               | 2            | 6        |         |         |          |          | 4        | 4         | 8         | 8        |         | 2               | 34      | \$5,640          |
| Task 5 - Design Support                                              |              | 12       |         | 4       | 24       |          |          |           |           | 8        |         | 6               | 54      | \$8,400          |
| Hours [Task 1 - 5]                                                   | 10           | 68       | 16      | 36      | 273      | 112      | 4        | 20        | 24        | 96       | 88      | 32              | 779     |                  |
| % of Total Task Hours                                                | 1.28%        | 8.73%    | 2.05%   | 4.62%   | 35.04%   | 14.38%   | 0.51%    | 2.57%     | 3.08%     | 12.32%   | 11.30%  | 4.11%           | 100.00% |                  |
| Billing Rate                                                         | \$240        | \$240    | \$175   | \$165   | \$140    | \$125    | \$210    | \$155     | \$140     | \$120    | \$110   | \$90            |         |                  |
| Total Labor                                                          | \$2,400      | \$16,320 | \$2,800 | \$5,940 | \$38,220 | \$14,000 | \$840    | \$3,100   | \$3,360   | \$11,520 | \$9,680 | \$2,880         |         | \$111,060        |
| Expenses                                                             |              |          |         |         |          |          |          |           |           |          |         |                 |         | \$900.00         |
| <i>Kimley-Horn Labor and Expenses</i>                                |              |          |         |         |          |          |          |           |           |          |         |                 |         | \$111,960        |
| <i>Sub-Consultants</i>                                               |              |          |         |         |          |          |          |           |           |          |         |                 |         |                  |
| Wiltec, Inc (UDBE) - Traffic Counts and 'Before' Travel Time Studies |              |          |         |         |          |          |          |           |           |          |         |                 |         | \$11,100         |
| PLS Surveys, Inc. - Topographic Survey (two curb ramps)              |              |          |         |         |          |          |          |           |           |          |         |                 |         | \$2,500          |
| <b>TOTAL PROJECT COST</b>                                            |              |          |         |         |          |          |          |           |           |          |         |                 |         | <b>\$125,560</b> |



ATTACHMENT B  
PROPOSAL FOR  
**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV

October 30, 2013

Mr. Parviz Chitsazan  
Associate Civil Engineer  
City of Stockton – Public Works Department  
22 E. Weber Avenue, 3rd Floor, Room 301  
Stockton, CA 95202

1300 Clay Street  
Suite 325  
Oakland, CA  
94612  
TEL 510-625-0712

**RE: Proposal for the Charter Way/Dr. Martin Luther King Jr. Boulevard and Mariposa Road BRT Phase IV Project**

Dear Mr. Chitsazan and Members of the Selection Committee:

**Kimley-Horn and Associates, Inc.** is excited to offer the City of Stockton our depth of experience and technical expertise to provide specialized Bus Rapid Transit (BRT) design and environmental services for the fourth phase of the City's overall BRT Program. Members of our closely knit team have served the City of Stockton and numerous agencies in California and throughout the country to bring their BRT systems to full operation. Our number one priority is to help our clients design and implement their project in order to realize their transportation goals. We make every attempt to maximize the value of our services and deliver high quality deliverables. We continuously strive to be very responsive to the City of Stockton and exceed your expectations through innovative design.

***We believe Kimley-Horn is the right partner for the City for the following reasons:***

- **We Understand Your BRT Program.** We have served the City as part of the Airport Way BRT Phase II and the Hammer Lane BRT Phase III projects. Through those projects, we have and continue to work closely with City staff, assisting in developing tailored designs and enhancing the BRT Program. We have a thorough understanding of the specific design and installation elements that comprise the City's BRT system including controllers, cabinets, conduits/wiring, TSP equipment, CCTV cameras, and fiber optic network design and integration.
- **Our knowledge of SJRTD's Video Integration Needs.** We have and continue to coordinate closely with SJRTD on the integration of their cameras with the City's communications system including the procurement of a new Video Management System that will enable video sharing with the City of Stockton. We truly believe that our team will add considerable value to the Charter Way/MLK Blvd and Mariposa Road BRT project and contribute to the project's success given our proposed staff's in depth understanding and knowledge of the overall BRT Program between the City and SJRTD.
- **Our Relevant BRT Experience will Benefit Your Project.** Examples of Kimley-Horn's BRT project experience include AC Transit's East Bay BRT (E. 14th/International Blvd), Fresno's Blackstone/Ventura-Kings Canyon BRT Design, Livermore-Amador Valley Transit Authority (LAVTA) BRT system, SBX E Street BRT (OmniTrans), San Bernadino, CA, and AC Transit's Line 51 BRT Design, Alameda County, CA. We believe we have the most comprehensive and wide ranging BRT experience of any consultant in Northern California.
- **Solid Project Management and Team Expertise.** Our proposed project manager, **Kevin Aguigui, C.E., E.E., CSEP**, has served the City of Stockton for over 15 years on various ITS and BRT projects. He knows the City's ITS and Traffic Signal System inside out and has provided detailed support during both the design and construction stages of all the projects he has worked on with the City. He is supported by a highly qualified and experienced team of traffic engineering, ITS, and BRT specialists who have been involved in numerous projects involving BRT and transit signal priority systems throughout California. Kevin will be the City's main point of contact and will be involved with all facets of the project. The City can rely on technically sound and responsive service from Kevin and our entire project team.
- **Successful Implementation of TSP Systems.** Kimley-Horn has successfully implemented TSP systems for projects spanning multiple jurisdictions using multiple firmware platforms. Our team is experienced with integration of TSP systems using Model 2070 controllers and the SEPAC and D4 firmwares for similar projects in San Jose, Seattle, San Mateo, and Minneapolis into existing and new controller databases and central systems.



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV

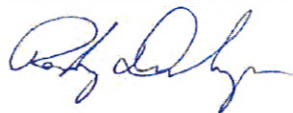
***Specific examples of our recent BRT experience include:***

- **Fresno Area Express (FAX), Blackstone/Ventura-Kings Canyon BRT Project, Fresno, CA.** Kimley-Horn is preparing the PS&E documents for this 17-mile BRT route along Blackstone Avenue, Ventura Avenue, and Kings Canyon Road in the City of Fresno. The entire BRT Program includes dedicated bus lanes, 68 traffic signals (8 Caltrans locations) and 51 custom, full-featured, level boarding BRT stations. The BRT system will include the operation of TSP at all signalized intersections and queue jumps at a few select locations. The BRT stations will include Ticket Vending Machines (TVM) for off-board fare collection, real-time bus arrival signs integrated with the existing AVL system, video security systems at select stations, and ADA treatments for different station configurations. Kimley-Horn is also preparing all of the detailed designs for the civil, systems, and electrical components of the BRT Stations. As part of the project, Kimley-Horn is coordinating closely with FAX, the City of Fresno Public Works Department, and other members of the Technical Advisory Committee (TAC) on the BRT Station Programming documents including the station layouts, branding, and public involvement process.
- **E Street sBX BRT System Design and Construction, San Bernadino County, CA.** Kimley-Horn completed the detailed drawings for all of the ITS, communications system, video security, and Transit Signal Priority elements as part of this 16-mile BRT System for OmniTrans. The effort involved completing detailed designs including the communications network and equipment, wireless network design (WLAN), TSP system using the LA Metro TSP methodology, advanced traffic signal controllers, variable message signs for real-time arrival information, a video security system, telephone system (passenger and emergency telephones), ticket vending machines (TVM), wide area network connections, and the head end equipment at all of the 19 BRT stations encompassing 23 platforms. The detailed plans include the electrical and communications infrastructure with conduits, pullboxes, vaults, wiring/cabling, radios, antennas, electrical and communications cabinets. Kimley-Horn conducted a detailed wireless survey for the TSP system and the traffic controller communications system, which includes a series of wireless links and repeater sites, as well as integration with the local city's traffic signal system. Kimley-Horn will also oversee the integration and acceptance testing and ITS and other BRT system elements working as part of the overall contractor's team.

We look forward to continuing our working relationship with the City of Stockton. Thank you for the opportunity to submit our proposal for your consideration. I am authorized to negotiate a contract on behalf of Kimley-Horn

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Randy Durrenberger, P.E.  
Principal-in-Charge



Kevin Aguigui, C.E., E.E., CSEP  
Project Manager

**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**

BRT Phase IV

**Table of Contents**

| SECTION                                                                                    | PAGE      |
|--------------------------------------------------------------------------------------------|-----------|
| <b>I. WORK PLAN.....</b>                                                                   | <b>2</b>  |
| ▪ Project Understanding                                                                    |           |
| ▪ Scope of Work                                                                            |           |
| <b>II. PROJECT SCHEDULE AND DEADLINES.....</b>                                             | <b>22</b> |
| <b>III. STAFFING PLAN.....</b>                                                             | <b>23</b> |
| ▪ Team Organization                                                                        |           |
| ▪ Workload and Availability                                                                |           |
| ▪ Project Work Matrix                                                                      |           |
| ▪ Staff Resumes                                                                            |           |
| <b>IV. REFERENCES .....</b>                                                                | <b>31</b> |
| <b>V. LOCAL ASSISTANCE PROCEDURES MANUAL FORMS AND DOCUMENTS</b>                           |           |
| ▪ Exhibit 10-F – Certification of Consultant                                               |           |
| ▪ Exhibit 10-I – Notice to Proposers DBE Information                                       |           |
| ▪ Exhibit 10-J – Subconsultant/DBE Participation                                           |           |
| ▪ Exhibit 10-K – Consultant Certification of Contract Cost and Financial Management System |           |
| ▪ Exhibit 10-01 – Consultant Proposal DBE Commitment                                       |           |
| ▪ Exhibit 10-02 – Consultant Contract DBE Information of the LAPM                          |           |
| ▪ Exhibit 10-P – Non-Lobbying Certification for Federal-Aid Contracts                      |           |
| ▪ Exhibit 10-Q – Disclosure of Lobbying Activities                                         |           |
| ▪ Exhibit 10-V – Non-Discrimination Clause                                                 |           |
| ▪ Exhibit 12-H – Debarment and Suspension Certification                                    |           |
| ▪ Exhibit 12-B – Proposer List                                                             |           |
| ▪ Exhibit 15-H – DBE Information/Good Faith Efforts                                        |           |
| ▪ Exhibit 17-F – Final Report of Utilization                                               |           |
| ▪ Exhibit 17-O – DBE Subcontractor Certification Status Change                             |           |
| ▪ Substitution Request Letter                                                              |           |
| <b>APPENDIX</b>                                                                            |           |
| ▪ Preliminary Visual Assessment                                                            |           |
| <b>COST PROPOSAL (SEPARATE SEALED ENVELOPE)</b>                                            |           |



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV

## I. Work Plan

### PROJECT UNDERSTANDING

The City of Stockton is seeking to implement Phase IV of the City's BRT program along Charter Way, Dr. Martin Luther King Jr. Boulevard, and Mariposa Road. This corridor will provide a new bus rapid transit service for the San Joaquin Regional Transit District (SJRTD). The goal of this fourth phase of the BRT program is to provide Transit Signal Priority (TSP) functionality at all of the existing traffic signals, and in conjunction, implement traffic signal coordination timings that will operate optimally with the new TSP operations to ultimately benefit both on-time transit service and minimize impacts to automobile traffic.

In addition, the project will install new pan-tilt-zoom (PTZ) video cameras at the City and Caltrans signalized intersections where there are no existing PTZ cameras and provide communications service (network transport) to cameras that will be installed in the new SJRTD BRT bus stop shelters along the new BRT route. However, it is our understanding the SJRTD is still working on the final locations of the new BRT stops/shelters. Given our intimate knowledge and detailed experience with SJRTD bus shelters and surveillance camera systems, we can be very flexible in accommodating the SJRTD cameras in the detailed design once their locations have been determined.

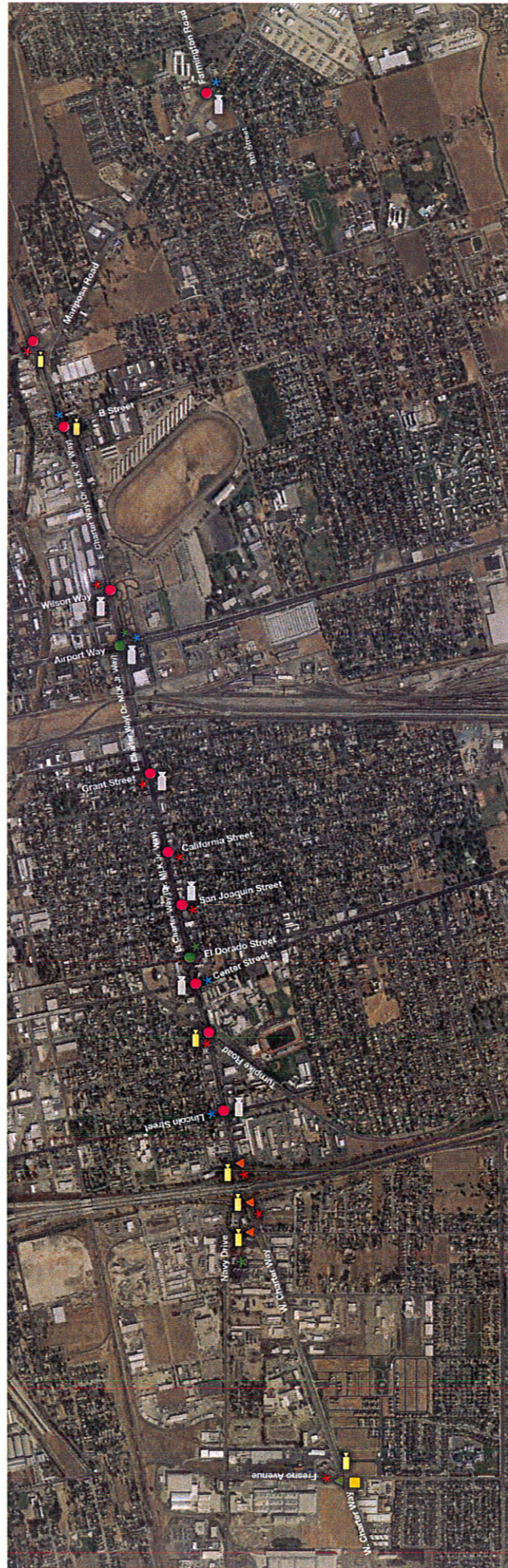
Communications for the new traffic signal controllers, City video cameras, and SJRTD bus stop shelter cameras will utilize the City's existing fiber-optic network linking to the City's Traffic Management Center (TMC). At the TMC, the SJRTD cameras will be branched and forwarded to SJRTD's facilities for their monitoring.

The funding for the project has been allocated through a grant from the Congestion Mitigation and Air Quality Improvement Program (CMAQ). Coordination with the Caltrans Local Assistance office will be necessary for grant compliance. The City has already submitted a Preliminary Environmental Study (PES), and is awaiting the determination of additional studies that may be required for the project. Once the PES is approved, the City will seek to obtain an E76 Authorization to Proceed with construction through the submittal of a Request for Authorization (RFA).

The project involves the City of Stockton, Caltrans, and SJRTD with each of these agencies having ownership of some of the project locations (SJRTD will be the BRT shelters). The project area with all of the existing intersection features and ownership is shown in the exhibit on the following page.



PROPOSAL FOR  
**CHARTER WAY, DR. MARTIN  
 LUTHER KING JR. BOULEVARD,  
 AND MARIPOSA ROAD**  
 BRT Phase IV



**LEGEND**

- |  |                                                       |  |                                                                        |
|--|-------------------------------------------------------|--|------------------------------------------------------------------------|
|  | Install PTZ Camera                                    |  | Existing Fiber Optic Hub Cabinet                                       |
|  | Install Optical Detectors and Cabling                 |  | City intersection (Existing P cabinet, install new 2070L N controller) |
|  | Upgrade Optical Detectors                             |  | Caltrans intersection (332 cabinet and 170E controller)                |
|  | City intersection (P cabinet with 2070 LN controller) |  | Caltrans intersection (332 cabinet and 2070 controller)                |
|  | Existing Optical Detectors to Remain                  |  |                                                                        |



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV

The City of Stockton is seeking a professional engineering consultant to complete the following items of work for the implementation of the project:

- **Background research**
- **Preparation of Plans, Specifications, and Estimates (PS&E)** for use in constructing traffic signal modifications to include transit signal priority, emergency vehicle preemption, new traffic controllers and cabinets, fiber optic communications, and ADA compliant curb ramps (as necessary). Part of this scope will also include collecting traffic counts and conducting the "before" study.
- **Environmental Clearance** requirements, including NEPA and CEQA approvals with the potential for additional NEPA studies including an Air Quality or Noise Analysis
- **Coordination with City, Caltrans, and SJRTD** to finalize the design, obtain a Caltrans Encroachment Permit, and work with AT&T for fiber optic communications service for the cameras (if required)
- **Design support services** to answer questions during the bidding and construction phases, review contractor submittals, respond to requests for information, issue addenda, review contract change orders and prepare the record drawings

The following items are not included in the services the City is seeking under this procurement, but will be sought after the construction package has been advertised:

- **System integration** including the conversion of existing controller databases to new controller databases and verification/configuration of existing and new optical detectors and phase selectors for TSP and EVP operations (high and low priority)
- **Preparation of TSP timings and traffic signal timing plans** to fine tune TSP operations, optimize corridor traffic operations, and document project impacts through an "after" study

Because of our detailed experience and information acquired from working on the Airport Way BRT II and Hammer Lane BRT III projects, the Kimley-Horn team can truly offer the City a detailed level of knowledge of the BRT system and the specifics to complete a successful design with the resources necessary to accomplish the following:

- ✓ Complete the design ahead of schedule (Required: 90 working days; Proposed: 76 working days)
- ✓ Prepare a complete and optimal design of all proposed BRT and traffic signal elements that is within the City's funding limits
- ✓ Properly stage the construction, including the identification of bid alternates to take full advantage of previous lessons learned on equipment installation
- ✓ Minimize the City's risk during construction by identifying and highlighting critical items and work elements for the contractor (e.g., conduit lubrication, fiber cable lengths and splicing, working with AT&T, equipment connections, etc.)

***An overview of the flow of tasks we anticipate in the project is shown in the Scope of Work on p. 13 of this section.***

**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV*Preliminary Field Assessment*

We have conducted a preliminary field assessment of the entire corridor including potential ADA issues and the type and amount of improvements necessary to accomplish the City's goal of implementing the BRT program along Charter Way/Dr. Martin Luther King Jr. Boulevard and Mariposa Boulevard. Table 1 on the following page summarizes our assessment including preliminary recommendations for the BRT elements.

All of the existing City cabinets are Type P cabinets (TS-1) with the exception of El Dorado Street and Airport Way which are Type P, TS-2. We understand that there are a few cabinets that are the older hybrid Type P cabinets and thus would be recommended for replacement. At these locations, we will prepare the designs such that new cabinets would be installed on existing foundations. Based on our field investigations, it appears that all of the existing foundations are in good condition.

There are nine locations that require new EVP detectors to be installed. Three of these locations are at Caltrans intersections and would need Caltrans approval as part of the permit process. There are seven locations that will need new CCTV cameras. Four of these locations are Caltrans locations and will also require Caltrans approval.

Similar to BRT Phases II and III, we recommend installing the dual-use phase selectors. The existing Model 2070 ATC controllers do not necessarily need to be replaced to run TSP operations. However, it may be prudent to move forward with installing new 2070LN controllers with new firmware since the BRT operations will be new for this corridor.

Seven City intersections have existing vehicle signal heads with 8" indications that need to be upgraded to the City's standard 12" vehicle indications. The 8" indications are located on 1-B poles and traffic masts rather than mast arms. Replacing the signal heads should not affect the existing traffic signal poles.



PROPOSAL FOR  
**CHARTER WAY, DR. MARTIN  
 LUTHER KING JR. BOULEVARD.,  
 AND MARIPOSA ROAD**  
 BRT Phase IV

| Location                                                  | Owner    | Existing Intersection Equipment |                 |                     |                |                   |                 |            |         | Proposed Upgrades/Installations |                |            |                   |            |  |
|-----------------------------------------------------------|----------|---------------------------------|-----------------|---------------------|----------------|-------------------|-----------------|------------|---------|---------------------------------|----------------|------------|-------------------|------------|--|
|                                                           |          | Cabinet Type                    | Controller Type | Software / Firmware | Phase Selector | Optical Detectors | Ethernet Switch | PTZ Camera | Cabinet | Controller                      | Phase Selector | Aux. Panel | Optical Detectors | PTZ Camera |  |
| W. Charter Way / Fresno Avenue                            | Caltrans | 332                             | 2070            | -                   | -              | -                 | -               | ComNet     | -       | -                               | Dual-Use       | -          | 4-721             | PTZ        |  |
| W. Charter Way / Navy Drive                               | Caltrans | 332                             | 170E            | -                   | 2-752          | 4-721             | -               | -          | -       | -                               | Dual-Use       | -          | -                 | PTZ        |  |
| W. Charter Way / I-5 SB Ramps                             | Caltrans | 332                             | 170E            | -                   | -              | -                 | -               | -          | -       | -                               | Dual-Use       | -          | 3-721             | PTZ        |  |
| Dr. Martin Luther King Jr. Boulevard / I-5 NB Ramps       | Caltrans | 332                             | 170E            | -                   | -              | -                 | -               | -          | -       | -                               | Dual-Use       | -          | 3-721             | PTZ        |  |
| Dr. Martin Luther King Jr. Boulevard / Lincoln Street     | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | 1-754          | 4-721             | ComNet          | NW         | -       | 2070LN                          | Dual-Use       | 1-768      | 4-721             | Existing   |  |
| Dr. Martin Luther King Jr. Boulevard / Turnpike Road      | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | -              | -                 | ComNet          | -          | P (TS2) | 2070LN                          | Dual-Use       | 1-768      | 4-721             | PTZ        |  |
| Dr. Martin Luther King Jr. Boulevard / Center Street      | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | 1-754          | 3-721             | ComNet          | NW         | P (TS2) | 2070LN                          | Dual-Use       | 1-768      | 3-721             | Existing   |  |
| Dr. Martin Luther King Jr. Boulevard / El Dorado Street   | City     | P (TS2)                         | 2070L ATC       | SEPAC 3.4           | 1-764          | 3-721             | ComNet          | SE         | -       | 2070LN                          | -              | 1-768      | -                 | Existing   |  |
| Dr. Martin Luther King Jr. Boulevard / San Joaquin Street | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | -              | -                 | ComNet          | SE         | P (TS2) | 2070LN                          | Dual-Use       | 1-768      | 4-721             | Existing   |  |
| Dr. Martin Luther King Jr. Boulevard / California Street  | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | -              | -                 | ComNet          | NW         | P (TS2) | 2070LN                          | Dual-Use       | 1-768      | 4-721             | Existing   |  |
| Dr. Martin Luther King Jr. Boulevard / Grant Street       | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | -              | -                 | ComNet          | NW         | P (TS2) | 2070LN                          | Dual-Use       | 1-768      | 4-721             | Existing   |  |
| Dr. Martin Luther King Jr. Boulevard / Airport Way *      | City     | P (TS2)                         | 2070LN          | D4                  | 1-764          | 4-721             | ComNet          | SW         | -       | -                               | -              | -          | -                 | Existing   |  |
| Dr. Martin Luther King Jr. Boulevard / Wilson Way         | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | -              | -                 | ComNet          | SE         | -       | 2070LN                          | Dual-Use       | 1-768      | 3-721             | Existing   |  |
| Dr. Martin Luther King Jr. Boulevard / B Street           | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | 1-754          | 3-721             | ComNet          | -          | -       | 2070LN                          | Dual-Use       | 1-768      | 3-721             | PTZ        |  |
| Dr. Martin Luther King Jr. Boulevard / Mariposa Road      | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | -              | -                 | ComNet          | -          | -       | 2070LN                          | Dual-Use       | 1-768      | 4-721             | PTZ        |  |
| Mariposa Road / Farmington Road **                        | City     | P (TS1)                         | 2070L ATC       | SEPAC 3.4           | 1-754          | 4-721             | Comnet/Cisco    | SW         | -       | 2070LN                          | Dual-Use       | 1-768      | 4-721             | Existing   |  |

\* = Intersection was upgraded as part of BRT Phase II.

\*\* = If RTD shelter is installed, shelter cameras will be connected to the existing Cisco Ethernet switch.

Source: Kinley-Horn field verifications.



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD****BRT Phase IV**

At the Caltrans intersections, the existing Type 332 cabinets should remain in place. New TSP equipment would be installed in these existing cabinets. We recommend that the existing firmware be replaced with Caltrans latest version of their C8 firmware with TSP functionality. We have worked extensively with this firmware and implementing TSP operations. We will be able to work directly with Caltrans on the database conversion and TSP configurations at these locations. The table below provides an intersection by intersection breakdown of the proposed improvements:

| INTERSECTION                                       | PROPOSED IMPROVEMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| W. Charter Way/ Fresno Avenue                      | <ul style="list-style-type: none"> <li>• Install new EVP optical detectors on signal mast arms and cabling.</li> <li>• Install new dual-use phase selector in controller cabinet.</li> <li>• Install new CCTV camera for traffic monitoring.</li> <li>• Existing City fiber hub cabinet (type 330) located next to controller cabinet.</li> <li>• Existing 80 mph wind rated traffic signal poles at all corners.</li> <li>• Include improvements at this intersection in Caltrans encroachment permit.</li> </ul>                                                                                                                                                                |
| W. Charter Way/ Navy Drive                         | <ul style="list-style-type: none"> <li>• Upgrade existing 2-752 phase selectors to new dual-use phase selector.</li> <li>• Install new CCTV camera for traffic monitoring.</li> <li>• Existing 100 mph wind rated traffic signal poles at all corners.</li> <li>• Include improvements at this intersection in Caltrans encroachment permit.</li> </ul>                                                                                                                                                                                                                                                                                                                           |
| W. Charter Way/ I-5 SB Ramps                       | <ul style="list-style-type: none"> <li>• Install new EVP optical detectors on signal mast arms and cabling. Install two optical detectors on EB signal pole for SB ramps and NB ramps intersections. Confirm there is a conduit between the two controller cabinets to route EVP cable between them. The southeast signal pole is a 70 mph wind rated standard. Caltrans may require this to be upgraded for EVP optical detector installation.</li> <li>• Install new dual-use phase selector in controller cabinet.</li> <li>• Install new CCTV camera for traffic monitoring.</li> <li>• Include improvements at this intersection in Caltrans encroachment permit.</li> </ul> |
| Dr. Martin Luther King Jr. Boulevard/ I-5 NB Ramps | <ul style="list-style-type: none"> <li>• Install new EVP optical detectors on signal mast arms and cabling. Install two optical detectors on WB signal pole for NB ramps and SB ramps intersections. Confirm there is a conduit between the two controller cabinets to route EVP cable between them. The northwest signal pole is a 70 mph wind rated standard. Caltrans may require this to be upgraded for EVP optical detector installation.</li> <li>• Install new dual-use phase selector in controller cabinet.</li> <li>• Install new CCTV camera for traffic monitoring.</li> <li>• Include improvements at this intersection in Caltrans encroachment permit.</li> </ul> |



# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD

BRT Phase IV

| INTERSECTION                                            | PROPOSED IMPROVEMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dr. Martin Luther King Jr. Boulevard/<br>Lincoln Street | <ul style="list-style-type: none"> <li>• Replace existing EVP optical detectors on existing mounts.</li> <li>• Upgrade existing 754 model phase selector to new dual-use phase selector.</li> <li>• The existing IFS transmits both the intersection's CCTV feed as well as the Lincoln/Turnpike CCTV feed to City Hall.</li> <li>• Existing Comnet Ethernet switch in controller cabinet is on fiber channel 50-3.</li> </ul>                                                                                                                                                                                                          |
| Dr. Martin Luther King Jr. Boulevard/ Turnpike Road     | <ul style="list-style-type: none"> <li>• Install new EVP optical detectors on signal mast arms and cabling.</li> <li>• Install new dual-use phase selector in controller cabinet.</li> <li>• Install new CCTV camera for traffic monitoring.</li> <li>• Existing Comnet Ethernet switch in controller cabinet is on fiber channel 50-2.</li> <li>• Replace existing vehicle heads with 8" indications with new heads with 12" indications.</li> <li>• Replace existing Type P (TS1) cabinet with new Type P (TS2-Type 2) cabinet on existing foundation.</li> <li>• Replace existing power strip with rotatable socket type.</li> </ul> |
| Dr. Martin Luther King Jr. Boulevard / Center Street    | <ul style="list-style-type: none"> <li>• Replace existing EVP optical detectors on existing mounts.</li> <li>• Upgrade existing 754 model phase selector to new dual-use phase selector.</li> <li>• Replace existing vehicle heads with 8" indications with new heads with 12" indications.</li> <li>• Replace existing Type P (TS1) cabinet with new Type P (TS2-Type 2) cabinet on existing foundation.</li> <li>• Replace existing power strip with rotatable socket type.</li> </ul>                                                                                                                                                |
| Dr. Martin Luther King Jr. Boulevard / El Dorado Street | <ul style="list-style-type: none"> <li>• The intersection equipment was recently improved and does not warrant any changes.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Dr. Martin Luther King Jr. Boulevard/San Joaquin Street | <ul style="list-style-type: none"> <li>• Install new EVP optical detectors on signal mast arms and cabling.</li> <li>• Install new dual-use phase selector in controller cabinet.</li> <li>• Replace existing vehicle heads with 8" indications with new heads with 12" indications.</li> <li>• Replace existing Type P (TS1) cabinet with new Type P (TS2-Type 2) cabinet on existing foundation.</li> <li>• EB and WB traffic signal poles and mast arms are old. Due to constraints of intersection corners, propose to install new optical detectors on the existing poles.</li> </ul>                                              |

# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD

BRT Phase IV

| INTERSECTION                                            | PROPOSED IMPROVEMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dr. Martin Luther King Jr. Boulevard/ California Street | <ul style="list-style-type: none"> <li>• Install new EVP optical detectors on signal mast arms and cabling.</li> <li>• Install new dual-use phase selector in controller cabinet.</li> <li>• Replace existing vehicle heads with 8" indications with new heads with 12" indications.</li> <li>• Replace existing Type P (TS1) cabinet with new Type P (TS2-Type 2) cabinet on existing foundation.</li> </ul>                                                                                                                                                                                                                                                       |
| Dr. Martin Luther King Jr. Boulevard/Grant Street       | <ul style="list-style-type: none"> <li>• Install new EVP optical detectors on signal mast arms and cabling.</li> <li>• Install new dual-use phase selector in controller cabinet.</li> <li>• Replace existing vehicle heads with 8" indications with new heads with 12" indications.</li> <li>• Replace existing Type P (TS1) cabinet with new Type P (TS2-Type 2) cabinet on existing foundation.</li> <li>• Replace traffic signal pole and mast arm on southeast corner. The pole is dented and old.</li> <li>• Replace pedestrian ramp on southeast corner.</li> <li>• Existing Comnet Ethernet switch in controller cabinet is on fiber channel 54.</li> </ul> |
| Dr. Martin Luther King Jr. Boulevard/ Airport Way       | <ul style="list-style-type: none"> <li>• The intersection equipment was recently improved and does not warrant any changes. It is assumed this intersection will remain on the Airport Way BRT II D4 signal system.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Dr. Martin Luther King Jr. Boulevard/ Wilson Way        | <ul style="list-style-type: none"> <li>• Install new EVP optical detectors on signal mast arms and cabling.</li> <li>• Install new dual-use phase selector in controller cabinet.</li> <li>• Replace existing vehicle heads with 8" indications with new heads with 12" indications.</li> <li>• Replace pedestrian ramp on southwest corner (near cabinet).</li> <li>• Existing Comnet Ethernet switch in controller cabinet is on fiber channel 54.</li> <li>• Replace existing power strip with rotatable socket type.</li> </ul>                                                                                                                                 |
| Dr. Martin Luther King Jr. Boulevard/B Street           | <ul style="list-style-type: none"> <li>• Replace existing EVP optical detectors on existing mounts.</li> <li>• Upgrade existing 754 model phase selector to new dual-use phase selector.</li> <li>• Install new CCTV camera for traffic monitoring.</li> <li>• Existing red-light camera system at intersection.</li> <li>• Existing Comnet Ethernet switch in controller cabinet is on fiber channel 54.</li> <li>• Replace existing power strip with rotatable socket type.</li> </ul>                                                                                                                                                                            |



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**

BRT Phase IV

| INTERSECTION                                        | PROPOSED IMPROVEMENTS                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dr. Martin Luther King Jr. Boulevard/ Mariposa Road | <ul style="list-style-type: none"><li>• Install new EVP optical detectors on signal mast arms and cabling.</li><li>• Install new dual-use phase selector in controller cabinet.</li><li>• Install new CCTV camera for traffic monitoring.</li><li>• Replace existing vehicle heads with 8" indications with new heads with 12" indications.</li></ul> |
| Mariposa Road/ Farmington Road                      | <ul style="list-style-type: none"><li>• Replace existing EVP optical detectors on existing mounts.</li><li>• Upgrade existing 754 model phase selector to new dual-use phase selector.</li><li>• Existing Sensys vehicle detectors for stop-bar detection.</li><li>• Existing Cisco Ethernet switch in controller cabinet (digital video).</li></ul>  |

### *Environmental Clearance*

We understand that the City has submitted the Preliminary Environmental Study (PES) and is waiting for approval by Local Assistance. The requirement for technical studies, if any, will be determined by Caltrans District 10 Local Assistance staff following their review of the PES submittal. In the event that noise, air quality, or other technical studies are required by Caltrans, we have structured our scope and approach to be able to accommodate these additional studies in a seamless manner with the City just as we have done for the other BRT projects, as well as the most recent Wilson Way Traffic Adaptive project.

### *Permits*

There are several locations that will require encroachment permits from Caltrans. These include the intersections on West Charter Way at the I-5 Northbound and Southbound Ramps, Navy Drive, and Fresno Avenue. We successfully secured Caltrans encroachment permits for the Hammer Lane BRT III system, as well as the Wilson Way Traffic Adaptive System project. We fully understand Caltrans expectations and will secure an encroachment permit in similar fashion.

We have detailed our approach in the scope of work, but essentially, we will prepare the application for a Caltrans encroachment permit at the 65% design stage. We anticipate that the Caltrans permit will only be for traffic signal work associated with installing new EVP cables and installing EVP equipment for low priority operations. Currently, none of the Caltrans intersections have EVP equipment. We have also assumed that no civil or ADA curb ramp construction is necessary at the Caltrans locations.

### *TSP Functionality*

TSP will operate at City traffic signals using the available low-priority functionality included with current emergency vehicle pre-empt optical detectors and phase selectors (GTT Opticom). We understand that the TSP functionality will be implemented at each intersection on the corridor through the installation of new Model 2070 controllers and the installation of multimode phase selectors along with auxiliary panels to implement green sense monitoring of the traffic signal operations.



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**

BRT Phase IV

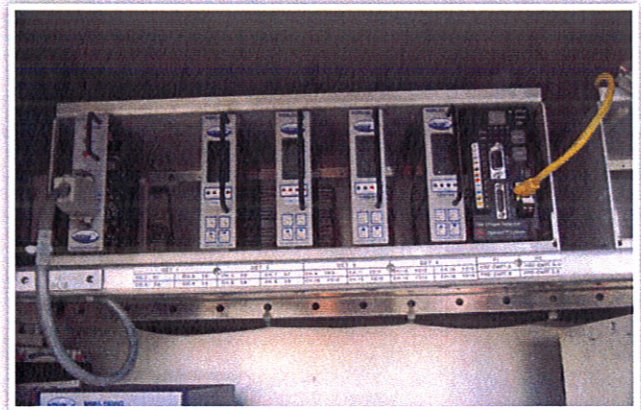
*Controller Firmware*

We understand that the City has not made a firm determination of which controller firmware will be deployed (D4 or SEPAC). We know, based on our preliminary field investigations, that the existing controller firmware is SEPAC v3.4. This is what we deployed under BRT III along Hammer Lane thus we are very familiar with it. However, should the City elect to implement D4, we are very familiar with this firmware, having implemented this same firmware under BRT II on Airport Way.

Regardless of which firmware the City selects, we will convert all of the existing controller databases into whatever format the City elects to deploy. Once the databases have been converted, we will download each database into the new Model 2070 controllers and using either the City's or Kimley-Horn's suitcase tester, we will test the controller including the base parameters, TSP/EVP and signal coordination operations.

*TSP Equipment and Parameters*

We know that there are existing detectors at most of the project intersections. Some of the older detectors should be replaced, while other detectors should simply be cleaned. We will gather detailed information for the TSP equipment design including where to install each of the equipment items in each cabinet.



While systems integration is not part of this scope, we understand that the design and placement of new TSP/EVP detectors is critical to achieving the desired operations. This includes ensuring that good line of sight and angle of detection is achieved for both BRT buses and emergency responders. This will be critical during our field work and design.

Since Kimley-Horn installed the TSP Central Monitoring System (CMS) for the City, our designs will ensure that all of the new TSP equipment will be connected to this system for real-time monitoring as necessary, logging and error reporting, and also to configure the phase selectors as needed for any changes to the operations at the intersections.

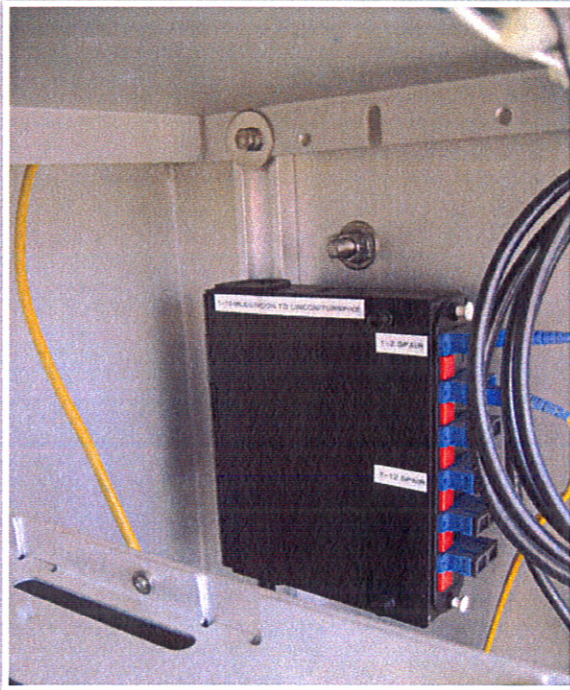
*Communication System and SJRTD Cameras*

Our proposed staff has intimate knowledge and experience with the City's fiber-optic network and the SJRTD camera network. We know the specific connections between field traffic controllers and the central system. We also know that the City uses AT&T to maintain the fiber-optic communications network and that they are the only company allowed access to the fiber for new and modified splicing and connections.

While SJRTD has not determined the placement of the proposed BRT bus stop shelters along the Charter Way-MLK-Mariposa corridor, we understand that there is still a desire to connect the cameras located within these shelters to the City's fiber network, ultimately routing the video to the SJRTD's facilities. The goal is to provide RTD with access to the cameras at the City's TMC and ultimately to RTD.



# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD BRT Phase IV



We have already developed a detailed design to integrate the SJRTD cameras into the City's communications network and determined how to route the video feeds within the City's network to SJRTD's facilities. We have also been coordinating with the City and SJRTD on the design and implementation of a new Video Management System (Nextiva) for SJRTD, which provides us with detailed knowledge of design and integration issues.

Since the City has assigned a single fiber strand for every intersection for video, the SJRTD's cameras can be multiplexed with the City's cameras over this single fiber. At those locations where there is an existing network switch in the controller cabinet for Stockton Police use, we envision encoding the SJRTD cameras to utilize this network connection to the City's TMC.

Moreover, we know the City utilizes a network switch vendor, Comnet that is able to use a single fiber strand for two-way communications with another network switch (i.e., one strand for both transmit and receive using wave division multiplexing (WDM)) to separate the transit and receive streams on a single strand of fiber.

At the City's TMC, we will investigate different options for providing the video feed to the City and RTD simultaneously. Depending on the type of communications connection that exists between the City's TMC and RTD, there are several potential options including:

- Integrate analog video feeds from the SJRTD cameras and multiplex these streams with City cameras in the nearest signal cabinets
- Where an existing Ethernet switch is located in a signal cabinet (for Stockton Police use), integrate the SJRTD cameras by utilizing this existing connection and encoding the SJRTD cameras into digital format
- Connect the new City cameras in analog format over the single fiber strand allocated for video communications in each signal cabinet
- At the TMC, split the video analog signals using the video switch where one video signal will be routed to the Police network and the other video signal to the City's traffic engineering monitors.
- At the TMC, encode the SJRTD's video signals into digital format and route to the SJRTD's facilities via the Ethernet network (as designed under the BRT II project).

Figure A on the next page illustrates the overall system diagram for the video system including the different configurations for integrating SJRTD's cameras into the City's fiber network, as well as the specific local fiber and TMC connections. In addition, Figure B illustrates the specific data connections for the traffic signal controllers and TSP/EVP phase selectors in the controller cabinets.



PROPOSAL FOR  
**CHARTER WAY, DR. MARTIN  
 LUTHER KING JR. BOULEVARD.,  
 AND MARIPOSA ROAD**  
 BRT Phase IV

FIGURE A – SYSTEM DIAGRAM

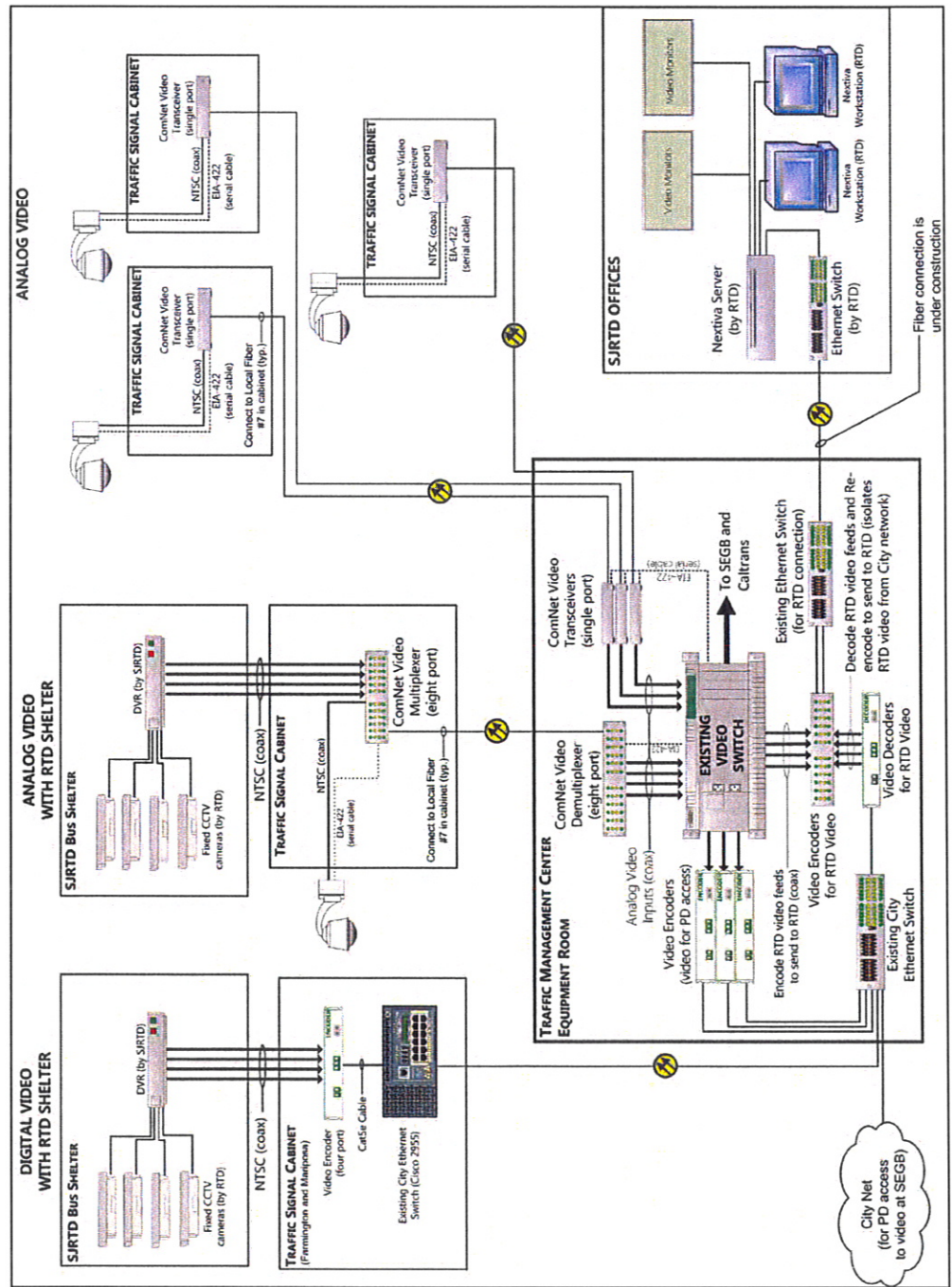
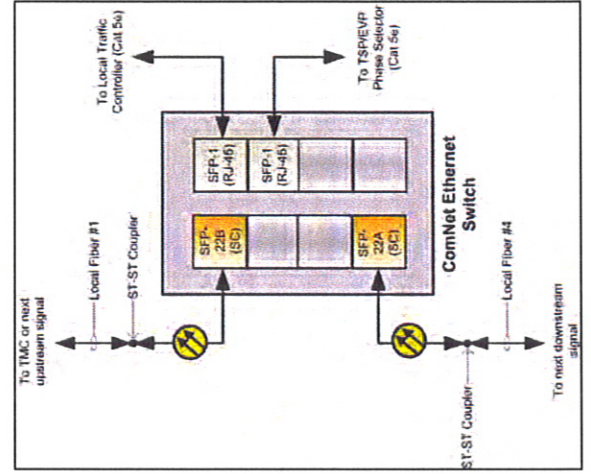


FIGURE B – DATA CONNECTIONS  
 (INSIDE CABINETS)



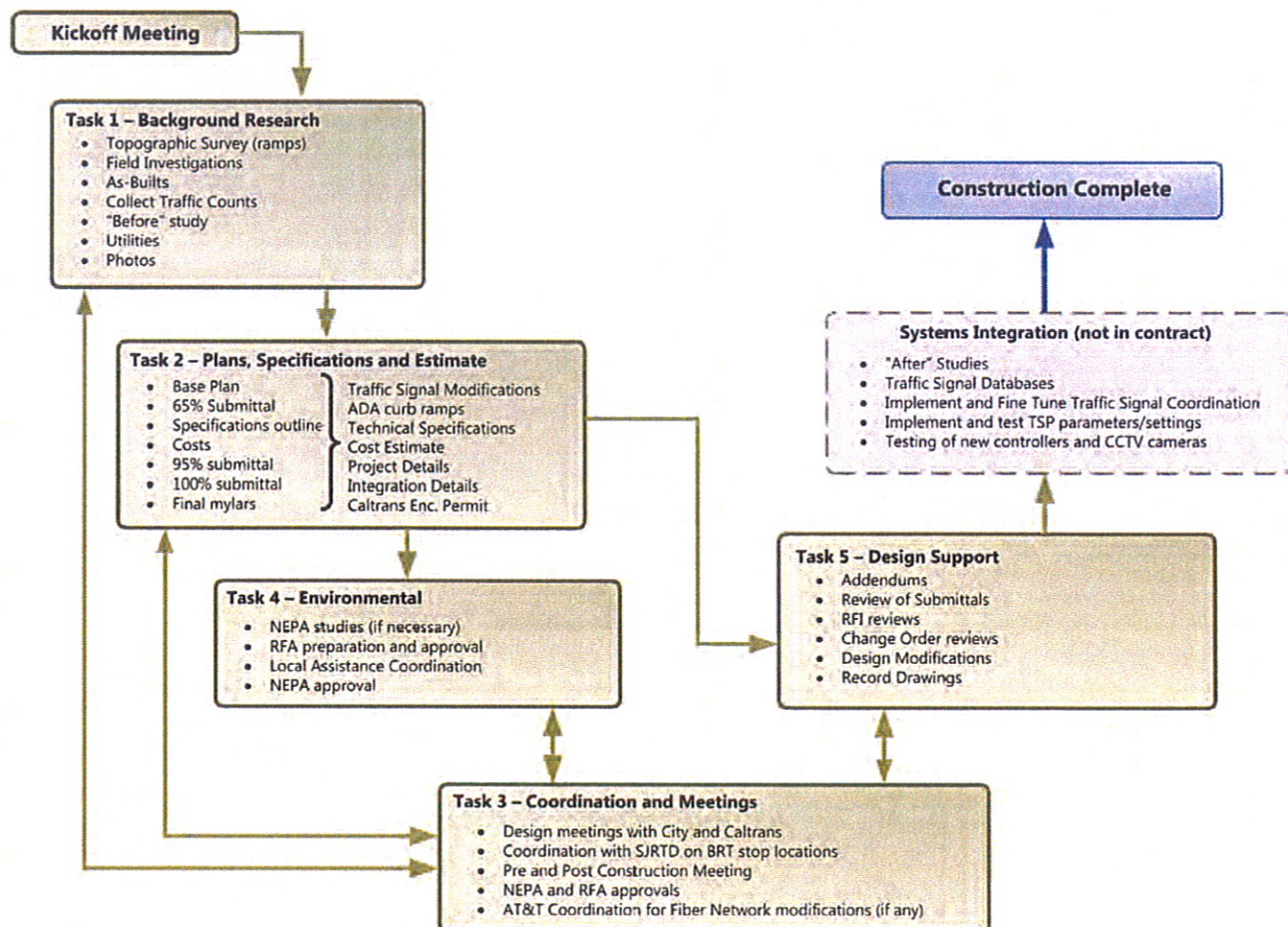


# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD

BRT Phase IV

## SCOPE OF WORK

We have prepared our detailed scope very carefully based on our experience and lessons learned from the BRT phases II and III. We have learned many specific lessons regarding TSP details, working directly with Caltrans and issues raised during construction. We have always made it our first priority to support and assist the City throughout the design and construction process, providing responsive services to address any and all issues as they arise. Because of our approach and diligence to ensure the success of the City's BRT Program, we believe that we are in a very good position to make this BRT Phase IV more seamless and efficient. Based on our experience, we have prepared a detailed scope of work which is summarized in the Work Flow Diagram shown below.



Outlined below are the detailed descriptions of the tasks in our proposed Scope of Work.

### Task 1: Background Research

Kimley-Horn will conduct background research which will include the review of readily available relevant project documents and design standards, compiling aerial photographs, public utility system maps, as-built traffic signal plans, and details for use in the project's detailed design. We will also



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD****BRT Phase IV**

submit utility information request letters to privately owned utility companies with facilities in the public right-of-way that may be affected as a result of the project.

We will coordinate with SJRTD to gather information on the proposed BRT stop locations along the project corridor. This will be important when establishing the tie-in points between the traffic signal cabinets and the BRT bus stops.

Kimley-Horn will collect the latest readily available intersection turning movement counts, corridor average daily traffic (ADT) volumes, and existing signal timing plans.

We will meet with City, SJRTD, and Caltrans staff to obtain the requested information and current contact lists for private utility companies. In addition, we will gather required design details and requirements from Caltrans in order to secure an encroachment permit for the proposed BRT improvements at the Caltrans intersections (refer to Table 1).

Field reviews will be completed during the data gathering phase of the project to access as-built and record information provided by the City, Caltrans, and utility companies. Kimley-Horn will drive and walk the project corridor to observe existing traffic conditions, gather existing lane configurations, signal phasing, posted speed limits, existing bus stops and routes, and visible utilities (above and below ground).

We will review and log existing traffic signal equipment, including signal control equipment, preemption detectors and phase selectors, underground conduit sizes (where accessible) and capacity, and signal communications. A project photo log will be prepared through each project intersection for use during project design. The photo log will be submitted on CD to City staff. Much of this effort is readily available and we will start this process with this information.

We will work with the City to verify the operability and detection ranges of the existing optical detectors at the project signals. We will use this information to determine necessary equipment replacements. It is anticipated that the City traffic signal maintenance staff will utilize their existing optical emitter equipment as part of this verification.

***“Before” Vehicular Travel Time Study.*** A floating car “Before” Travel Time Study will be conducted for the Charter Way/MLK Blvd/Mariposa corridor, as shown in the exhibit included in the Project Understanding. The survey will be conducted in accordance with the ITE Manual of Transportation Studies methodology. Up to six runs will be conducted in each direction along the corridor during each of the weekday AM, midday, and PM peak periods. The travel time data will be summarized for the corridor and will include the average travel time, stops, total delay time, speed, and distance traveled. Kimley-Horn will submit a summary of the “Before” information to the City.

***Task 1 Deliverables:***

- Photo log of project corridor
- Log of existing traffic signal equipment
- Copies of information request letters to private utilities
- Copies of intersection turning movement and corridor machine (ADT) counts
- Copies of Before Study Information Summary



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**

BRT Phase IV

**Task 2: Plans, Specifications, and Estimates (PS&E)**

Kimley-Horn will develop the Plans, Specifications, and Cost Estimate (PS&E) for the BRT improvements including, but not limited to, traffic signal modifications, transit signal priority elements, and communications system elements. We anticipate the full plan set to include the following sheets:

- Cover – General Notes, Abbreviations, Sheet Index, Legend and Project Location [1 sheet]
- Overview of Work – Traffic Signal and Electrical Notes [1 sheet]
- Details – Pullboxes, Foundations, CCTV, Electrical, TSP equipment (cabinets and poles) [4 sheets]
- System Diagram – Overall [1 sheet]
- System Diagram – Field Cabinet Equipment Connections [3 sheets]
- System Diagram – Field Cabinet Network Connections [2 sheets]
- System Diagram – TMC Equipment Room Connections [1 sheet]
- Traffic Signal Modification Plans [16 sheets]
- Equipment Installation Summary [1 sheet]
- Curb Ramp Construction Plans [1 sheet]

Our scope includes the submittal of PS&E packages at the 65% and 95% design levels for City design review. Additionally, a Caltrans Encroachment Permit application will be prepared and submitted at the 65% design stage. The final PS&E package will be submitted at the 100% design level for a final City plan check prior to providing the final bid-ready construction documents. We have further detailed our scope of services with the following sub-tasks.

**Task 2.1: Prepare 65% Plans, Specifications, and Estimates.** Prior to the development of the 65% PS&E documents, we will develop the base plans for the project locations. This includes developing the base maps with the existing traffic signal and utility information that is received by the City and the utility companies, and the BRT stops received from SJTRD.

Once the base plans are prepared, Kimley-Horn will begin the preparation of the 65% design level plans, specifications (outline level), and cost estimates (PS&E) for the BRT improvements. One set of plans will be prepared at an appropriate scale for the intended design in AutoCAD 2007 format and will adhere to the applicable City design standards and requirements. We will utilize the City standard plan sheet borders with title block and general construction notes and CAD standards that were used for the Airport Way BRT Phase II and Hammer Lane Phase III projects. The anticipated breakdown of sheets for the 65% plans is as follows:

- Cover – General Notes, Abbreviations, Sheet Index, Legend and Project Location [1 sheet]
- Overview of Work – Traffic Signal and Electrical Notes [1 sheet]
- Details – Pullboxes, Foundations, CCTV, Electrical, TSP equipment (cabinets and poles) [4 sheets]
- System Diagram – Overall [1 sheet]
- System Diagram – Field Cabinet Equipment Connections [3 sheets]



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD****BRT Phase IV**

- System Diagram – Field Cabinet Network Connections [2 sheets]
- Traffic Signal Modification Plans [16 sheets]
- Curb Ramp Construction Plans [1 sheet]

Traffic signal modification plans will include layout representations, in plan view, at a drawing scale of 1" = 20' for traffic signal and TSP modifications. It is assumed the location of TSP signal equipment modifications (i.e., replacement of controller and service cabinets, optical detectors, and controller units) at the intersections can be accomplished schematically. At this design stage, design details including equipment and conductor schedules will not be shown.

Traffic signal modification plans will include installation of new signal poles and equipment, TSP/EVP detectors, new traffic signal controllers and cabinets, electrical service cabinets, conduit routing, pull boxes, and wiring.

The curb ramp construction plans will be at a scale of 1" = 20' and will be completed at intersections requiring new ADA curb ramps as a result of the traffic signal modifications. We will show the curb ramp improvements including conform points, sawcut limits, and flowline slopes. Based on our preliminary field observations, these curb ramp improvements may be needed at two locations: Dr. Martin Luther King Jr. Boulevard at Grant Street and San Joaquin Street. We will work closely with the City on finalizing the determination on whether new curb ramps are needed at these locations.

The existing and proposed fiber optic connections will be shown in the System Diagram sheets. We will work closely with City traffic engineers to **document in detail the specific fiber optic connections in each controller cabinet** by first conducting a field walkthrough and noting all of the fiber connections, particularly those locations where the fiber hub is located.

We will also coordinate with the City on the **specific equipment connections within the TMC Equipment Room** including the placement of equipment in existing racks, cable routing, video switch connections, video encoders, network switches (Cisco) and power supplies.

The plans will reflect the fiber connections within the controller cabinets, including terminations and assignments. The Traffic Signal Modification plans will detail the work to be done to preserve the existing fiber drop cables.

We know that AT&T will perform the splicing of the drop cables from the controller cabinets to the fiber Trunkline should there be a need for this work such as if the fiber cable is damaged during the replacement of a controller cabinet. Our designs will reflect this, but more importantly, our designs will attempt to minimize or eliminate any need for fiber re-splicing to the fiber trunkline.

We will include the proposed integration of SJRTD's video cameras, as well as new City cameras into the design. The camera integration details will include both the City and the SJRTD cameras. This design will be consistent with the current design for BRT II and III. This includes:

- Integrate analog video feeds from the SJRTD cameras and multiplex these streams with City cameras in the nearest signal cabinets
- Where an existing Ethernet switch is located in a signal cabinet (for Stockton Police use), integrate the SJRTD cameras by utilizing this existing connection and encoding the SJRTD cameras into digital format



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV

- Connect the new City cameras in analog format over the single fiber strand allocated for video communications in each signal cabinet

At the TMC, the video analog signals will be connected to the new video matrix switch (the video migration from the old video switch is ongoing). The video switch will provide the video routing to the video encoders to be placed on the Police network. At the TMC, the SJRTD's analog video signals will be encoded into digital format and then routed to the SJRTD's facilities via the Ethernet network (as designed under the BRT II project).

For the 65% technical specifications submittal, we will prepare the specifications based on the previous BRT phase. The bid items will not be prepared at this stage, but will include new items such as the central software for the Opticom system. The specifications will be prepared in Microsoft Word.

Opinions of probable construction cost (estimate) will be based on other recent similar construction cost estimates. Opinions of probable construction costs will be prepared in Microsoft Excel format.

At this design stage, Kimley-Horn will prepare the application for a Caltrans encroachment permit. The Caltrans permit will be for the Caltrans-owned traffic signal locations at Dr. Martin Luther King Jr. Boulevard/I-5 Northbound ramps, Charter Way/ I-5 Southbound ramps and Charter Way/Navy Drive and Charter Way/ Fresno Avenue. We have assumed that no civil or ADA curb ramp construction is necessary at the Caltrans locations.

We will submit the encroachment permit application packages, which will include the 65% Plans and Specifications outline, to Caltrans on the City's behalf. While this package will not be a complete design, it starts the Caltrans review process.

Task 2.1 Deliverables:

- Six sets of the 65% Plans and Technical Specifications outline
- Six sets of the 65% Opinion of Probable Construction Costs
- Encroachment Permit Application Packages for Caltrans

**Task 2.2: Prepare 95% Plans, Specifications, and Estimates.** Upon completion of the 65% design review by the City, Kimley-Horn will organize a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared that will summarize the comments received on the 65% PS&E documents and the resolutions for each comment. This matrix will be submitted with the 95% PS&E documents and the original, red-lined City mark-ups of the 65% PS&E documents. Based on the review comments on the 65% PS&E, the approved version of the 65% PS&E will be advanced to the 95% completion level.

**The additional design details to be prepared at the 95% design level include the following:**

- System Diagram – TMC Equipment Room Connections [1 sheet]
- Traffic Signal Modification Plans – conductor schedules [16 sheets]
- Equipment Installation Summary [1 sheet]
- Curb Ramp Construction Plans – additional details to be provided [1 sheet]



# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD

## BRT Phase IV

The 95% technical specifications will be developed to include specific provisions regarding construction requirements, materials, and compensation. The applicable City, County, and Caltrans standard details will be provided in an appendix to the special provisions.

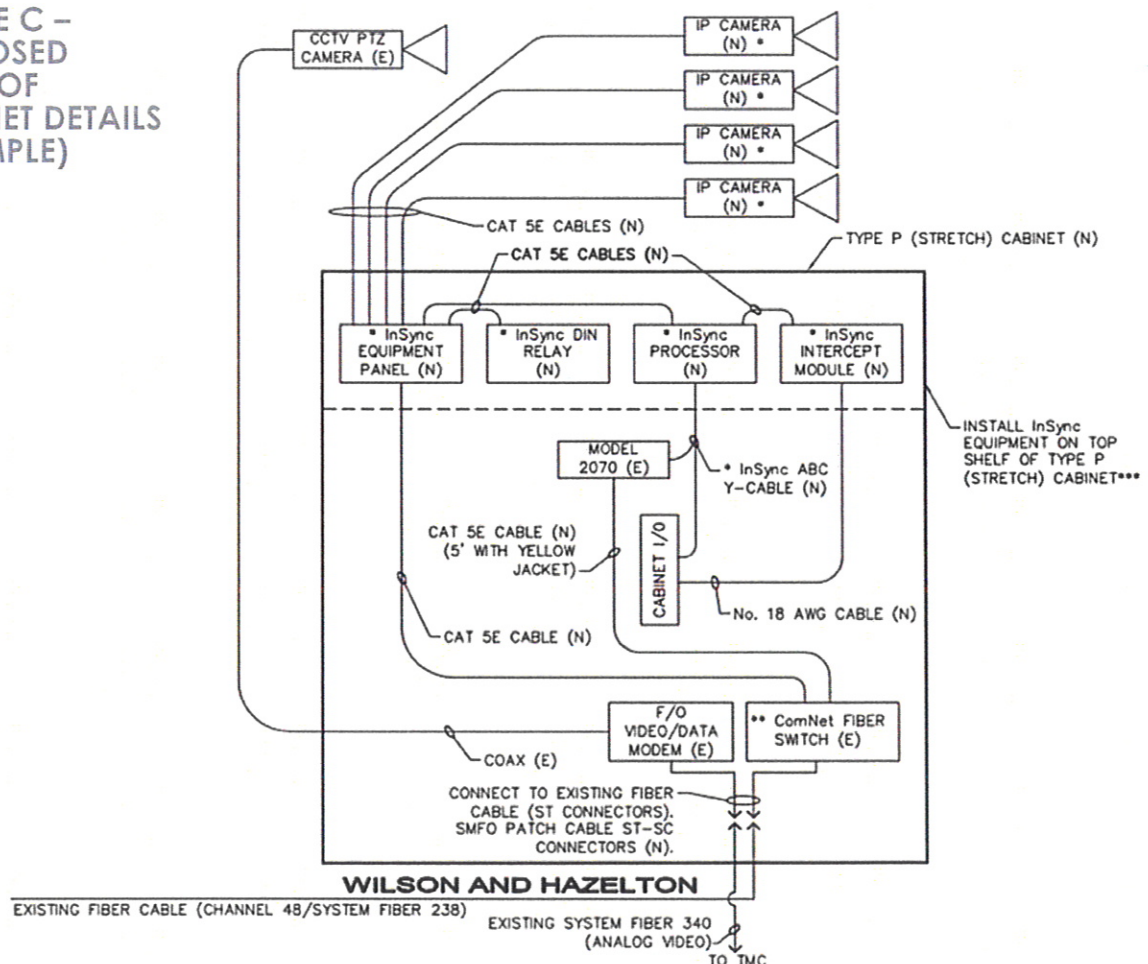
Traffic signal improvement special provisions will include detailed system requirements, developed as part of Task 5, to be used by the contractor in the installation and testing of TSP functions.

We will also submit the 95% PS&E documents to the City for review and comment, including the red-lined markups of the 65% plans and specifications and the comment resolution matrix.

We will follow up proactively with Caltrans on the encroachment permit application. Any comments received by Caltrans on the encroachment permit application package will be addressed at this 95% design stage.

Our design plans will include specific cabinet equipment details including connections of all equipment and fiber assignments. We propose to prepare the plans similar to the Wilson Way Adaptive plans (see Figure C below)

**FIGURE C –  
PROPOSED  
LEVEL OF  
CABINET DETAILS  
(EXAMPLE)**





**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV**Task 2.2 Deliverables:**

- Six sets of the 95% Plans and Technical Specifications
- Six sets of the 95% Opinion of Probable Construction Costs
- Comment Resolution Matrix

**Task 2.3: Prepare 100% Plans, Specifications, and Estimates.** Upon completion of the 95% design review by the City, Kimley-Horn will organize a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared that will summarize the comments received on the 95% PS&E documents and the resolutions for each comment. This matrix will be submitted with the 100% PS&E documents and the original, red-lined City mark-ups of the 95% PS&E documents. Based on the review comments on the 95% PS&E, the approved version of the 95% PS&E will be advanced to the 100% completion level.

Kimley-Horn will submit the 100% (pre-final) PS&E to the City for a final plan check review. It is anticipated that any comments resulting from the plan check will be editorial in nature and will be communicated via e-mail or discussed on a conference call. Any significant revisions to the design after submittal of the 100% (pre-final) PS&E will be considered as additional services to be completed for an additional fee upon receipt of written authorization from the City. A total of one additional design meeting is included after the submittal of the 100% (pre-final) PS&E documents.

It is anticipated that the City will furnish any applications and requirements to be used by the contractor to obtain permits for construction within City limits. Permit requirements will be included in an appendix to the technical specifications.

Final plans, specifications, and estimates will be prepared following completion of the City's plan check review. The final plans will be sealed by the professional engineer in responsible charge and will include the registration number and expiration date. The 100% (Final) PS&E will be submitted to the City for use in advertising and constructing the improvements. Final plans will be provided on Mylar and electronically in AutoCAD format on CD.

Final specifications will be provided electronically in Microsoft Word format for the City's use in finalizing the bid documents for advertisement.

**Task 2.3 Deliverables:**

- Comment Resolution Matrix
- One set of the 100% (pre-final) PS&E Documents
- One set of 100% (final) plans on Mylar
- Final PS&E documents delivered to the City on CD
- Plans in AutoCAD format
- Specifications in Microsoft Word format

**Task 3: Coordination and Meetings**

For this task, the coordination items and meetings for the project will include the following items by Kimley-Horn:



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**  
BRT Phase IV

- Submit the 65% and 95% plans to private utility companies to identify potential conflicts and coordinate adjustments or relocations
- Arrange and attend up to four meetings with Caltrans and/or SJRTD to discuss and present the proposed designs or to discuss their input and review comments on the design plans
- Prepare the entire Request for Authorization (RFA) to obtain the E76 Authorization to proceed with construction. We anticipate one meeting with the Caltrans Local Assistance Office
- Relevant materials from the LAPM Chapter 12 will be included in the specifications
- Prepare additional studies required by Caltrans Local Assistance for PES approval
- Prepare and complete monthly updates to the project schedule using Microsoft Project (baselined)
- Attend and prepare meeting minutes for the project kick-off meeting, up to two design review meetings
- Attend and prepare meeting minutes for up to four construction meetings, including the preconstruction meeting and post-construction meeting
- Prepare up to seven monthly progress reports, schedule updates and invoices, and participate in monthly conference calls with City staff to discuss current action items and schedule based on completion of project design within 75 working days from receipt of the notice to proceed

**Task 4: Environmental**

**Task 4.1: Prepare Additional Environmental Studies.** As required by Caltrans Local Assistance, Kimley-Horn will prepare additional studies which could include an Air Quality or Noise Study. This scope of work assumes that the PES form will be adequate to support issuance of Categorical Exclusion by Caltrans in their role as lead agency for National Environmental Policy Act (NEPA) compliance. It is anticipated that the project would be Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15300 (Class 1 exemption – Existing Facilities and Class 4 exemption – Minor Alterations to Land).

**Task 4.2: Local Assistance Coordination.** Since the City has already submitted the draft PES form to District 10 Local Assistance, Kimley-Horn will coordinate with the City and Caltrans to respond to questions or comments on the draft PES, including the preparation additional technical studies.

**Task 4 Deliverables:**

- Preliminary Environmental Studies (PES) form
- Air Quality Technical Report (if necessary)
- Noise Analysis Technical Report (if necessary)

**Task 5: Design Support**

Bidding and construction phase engineering support will include answering City staff questions during the bid and award of the contract, review of submittals, responding to contractor requests for information (RFIs), review of contract change orders, preparation of addenda, and preparation of record drawings.



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**

BRT Phase IV

Attendance at regular construction meetings, including the pre- and post-construction meetings is included in the scope provided for Task 3.

Bidding and construction phase engineering support services will be provided on a time and materials basis, based on hourly billing rates, up to the maximum number of hours as indicated in the sealed Cost Proposal. Kimley-Horn will notify the City upon reaching approximately 80% of the approved level of effort and provide recommendation or request additional contract authorization, if necessary. Additional services will be provided if requested by the City, subject to additional fee.

Task 5 Deliverables:

- Review and preparation of responses for submittals
- Preparation of responses for RFIs
- Review and preparation of responses for CCOs
- Preparation of project addenda
- Preparation of record drawings



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**

BRT Phase IV

## II. Project Schedule and Deadlines

Our proposed project schedule is shown on the following page. We propose to complete the PS&E documents in about 76 working days from the issuance of a Notice to Proceed. Assuming a start date of December 16, 2013, we will complete the PS&E documents by March 31, 2014. We will prepare and submit any additional studies for the PES during the 65% PS&E during the month of January 2014. We will also submit the encroachment permit application to Caltrans at the 65% PS&E stage on January 10, 2014.

Our proposed schedule includes all relevant durations for post-design activities including the time between the award of the construction contract to the start of construction (about 40 working days). Should this time be shortened, the end of construction can be completed sooner. Our schedule also includes the equipment procurement which would be relevant for the systems integration portion of the project.

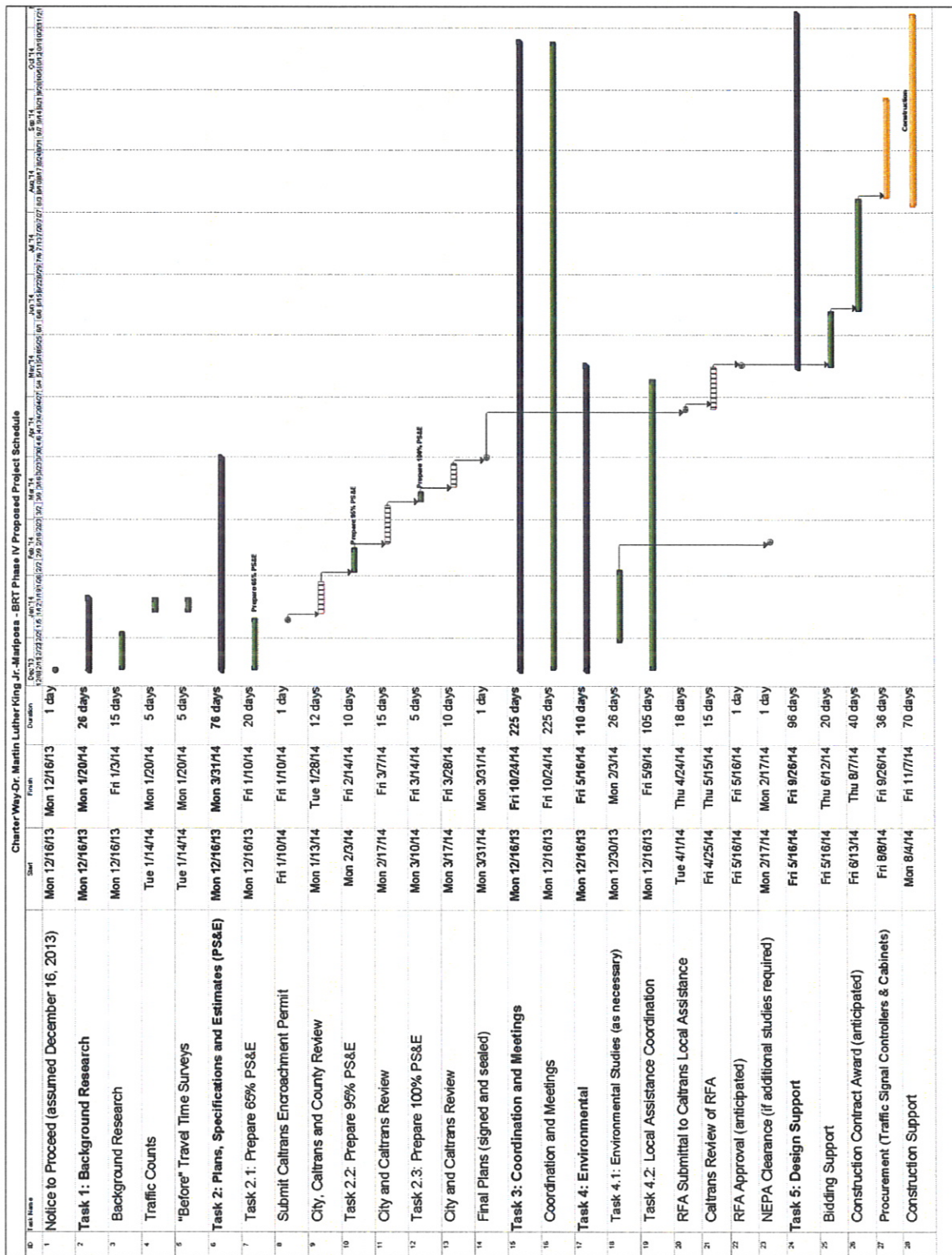
We propose to complete all tasks (Tasks 1-5) by the middle of November 2014 (end of Construction).



# PROPOSED SCHEDULE

## PROPOSAL FOR CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD BRT Phase IV

ATTACHMENT B





# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD

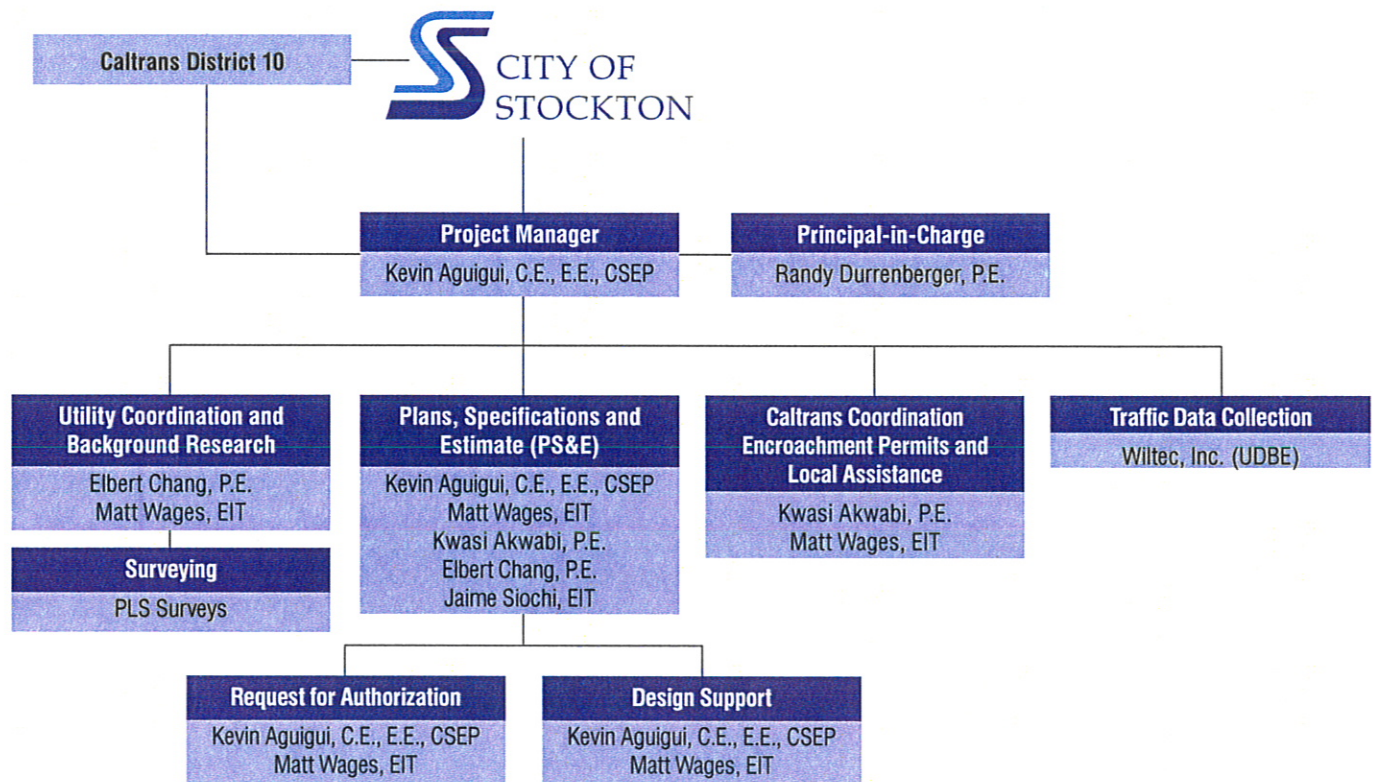
BRT Phase IV

## III. Staffing Plan

### TEAM ORGANIZATION

Kimley-Horn is pleased to offer the benefit of our team members' BRT expertise to provide design services for the City's MLK Blvd. and Mariposa Rd. BRT Phase IV project. Members of our team have worked on numerous BRT projects in California and the U.S. bringing agencies' systems to full operation in award-winning projects. In addition to bringing world class expertise in designing, specifying, procuring, and deploying BRT technologies, our team has a proven record of experience in all associated disciplines that must work together effectively to result in an efficient and safe overall operation of the BRT system.

The individuals shown below comprise our team of BRT, ITS, traffic engineering, signal system, and environmental specialists. Our team also features the services of WILTEC, Inc., a UDBE traffic counts firm. We have worked with WILTEC on many other transportation projects and the City will benefit from our established, solid working relationships. We have also included PLS Surveys on our team for surveying.





# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD BRT Phase IV

## WORKLOAD AND AVAILABILITY

The Kimley-Horn team has the capability to respond effectively and efficiently to the services anticipated with this project. Our proposed project manager and staff have the capacity to commit the resources required. To ensure the availability of our team members, Kimley-Horn uses a proactive management program called "cast-aheads." This process forecasts our workload over a weekly, monthly, and six-month period and enables us to avoid work overloads and/or shortfalls for each office and discipline. Cast-aheads help ensure that sufficient staff is available to meet our clients' needs.

Rest assured that each Kimley-Horn staff member listed within this staffing plan—as well as additional staff in our California offices—will be readily available to serve the City throughout the term of this project, as needed. Our past work history with similar BRT projects gives us the experience necessary to deliver your project on-time and within budget. The staff depth and availability provided by Kimley-Horn permits us to assign highly experienced staff to your project for its duration and provide prompt and responsive services.

We are fully committed to providing knowledgeable staff with BRT experience and the availability to serve the City. Our team members' current assignments and availability for the Charter Way/MLK Blvd and Mariposa Road BRT Phase IV project are shown in the following table.

| TEAM MEMBER/ROLE                                                                     | CURRENT WORKLOAD                                                                                                                                                                                                                                                                                                          | % AVAILABLE FOR CHARTER WAY/MLK BLVD. AND MARIPOSA ROAD BRT PROJECT |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Kevin Aguigui</b><br><i>Project Manager</i>                                       | <ul style="list-style-type: none"> <li>Blackstone/Ventura-Kings Canyon BRT, Fresno, CA</li> <li>Airport Way BRT II, Stockton, CA</li> <li>Hammer Lane BRT III, Stockton, CA</li> <li>Porterville Transit TSP Implementation, Porterville, CA</li> <li>Wilson Way Adaptive Traffic Control System, Stockton, CA</li> </ul> | 40%                                                                 |
| <b>Randy Durrenberger</b><br><i>Principal-in-Charge</i>                              | <ul style="list-style-type: none"> <li>Line 51</li> <li>I-80 ICM</li> <li>MTC Tech Advisor</li> </ul>                                                                                                                                                                                                                     | 30%                                                                 |
| <b>Elbert Chang</b><br><i>Utility Coordination and Background Research; PS&amp;E</i> | <ul style="list-style-type: none"> <li>I-80 ICM San Pablo Corridor</li> <li>Port of Oakland Fiber Optic Network Expansion Project</li> <li>Oakland ITS Strategic Plan Update</li> <li>Oakland Fiber Master Plan</li> <li>I-80 ICM System Manager</li> </ul>                                                               | 40%                                                                 |



# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD

BRT Phase IV

| TEAM MEMBER/ROLE                                                               | CURRENT WORKLOAD                                                                                                                                                                                                                                                                                                             | % AVAILABLE FOR<br>CHARTER WAY/MLK<br>BLVD. AND MARIPOSA<br>ROAD BRT PROJECT |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Kwasi Akwabi</b><br><i>PS&amp;E and Caltrans<br/>Coordination</i>           | <ul style="list-style-type: none"> <li>• Davis Road/Wagner Heights Road Traffic Signal Installation</li> <li>• Wilson Way Adaptive Traffic Signal System</li> <li>• Porterville Transit – Transit Signal Priority Design</li> <li>• AC Transit – Line 51 BRT Design</li> <li>• AC Transit – International Ave BRT</li> </ul> | 50%                                                                          |
| <b>Matt Wages</b><br><i>Utility Coordination; PS&amp;E;<br/>Design Support</i> | <ul style="list-style-type: none"> <li>• I-80 ICM San Pablo Corridor</li> <li>• Stockton BRT II and III</li> <li>• AC Transit Line 51</li> <li>• Fresno BRT</li> <li>• UCB Parking Access Project</li> <li>• Railyards Traffic Signals</li> </ul>                                                                            | 80%                                                                          |
| <b>Jaime Siochi</b><br><i>PS&amp;E</i>                                         | <ul style="list-style-type: none"> <li>• Santa Clara Lafayette Street Signal Interconnect</li> <li>• Line 51</li> <li>• D720 Berryessa Station</li> </ul>                                                                                                                                                                    | 80%                                                                          |

## PROJECT WORK MATRIX

As requested in the RFP, a project work matrix showing the hourly breakdown by task for the project is included in this section, following the staff availability table.

## STAFF RESUMES

Please see the team member resumes presented in this section, following the project work matrix.





PROPOSAL FOR  
**CHARTER WAY, DR. MARTIN  
 LUTHER KING JR. BOULEVARD.,  
 AND MARIPOSA ROAD**  
 BRT Phase IV

## ATTACHMENT B

| PROJECT WORK MATRIX                                                   |              |         |       |        |        |        |          |           |           |         |        |                 |         |
|-----------------------------------------------------------------------|--------------|---------|-------|--------|--------|--------|----------|-----------|-----------|---------|--------|-----------------|---------|
| Tasks                                                                 | Durrenberger | Aguigui | Chang | Akwabi | Wages  | Stochi | Prof. II | Prof. III | Jr. Prof. | Analyst | CADD   | Admin./ Support | Total   |
| Task 1 - Background Research                                          | 2            | 8       |       |        | 40     | 32     |          |           |           | 8       | 16     | 4               | 110     |
| Task 2 - Prepare Plans, Specifications and Estimate                   | 6            | 40      | 16    | 24     | 225    | 80     |          | 16        | 16        | 60      | 88     | 16              | 587     |
| Task 3 - Coordination and Meetings                                    | 2            | 16      |       | 8      | 16     |        |          |           |           |         |        | 4               | 46      |
| Task 4 - Environmental                                                | 2            | 6       |       |        |        |        | 4        | 4         | 8         | 8       |        | 2               | 34      |
| Task 5 - Design Support                                               |              | 12      |       | 4      | 24     |        |          |           |           | 8       |        | 6               | 54      |
| Hours [Task 1 - 5]                                                    | 12           | 82      | 16    | 36     | 305    | 112    | 4        | 20        | 24        | 84      | 104    | 32              | 831     |
| % of Total Task Hours                                                 | 1.44%        | 9.87%   | 1.93% | 4.33%  | 36.70% | 13.48% | 0.48%    | 2.41%     | 2.89%     | 10.11%  | 12.52% | 3.85%           | 100.00% |
| Sub-Consultants                                                       |              |         |       |        |        |        |          |           |           |         |        |                 |         |
| Wlitech, Inc (UDBE) - Traffic Counts and 'Before' Travel Time Studies |              |         |       |        |        |        |          |           |           |         |        |                 |         |
| PLS Surveys, Inc. - Topographic Survey (two curb ramps)               |              |         |       |        |        |        |          |           |           |         |        |                 |         |



# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD BRT Phase IV

- Bachelor of Science, Civil Engineering, University of Hawaii
- Professional Civil Engineer, Traffic Engineer, and Electrical Engineer in California
- Certified Systems Engineering Professional



**Kevin Aguigui, C.E., E.E., CSEP**  
*Project Manager*

Kevin is a senior systems engineer and project manager with extensive hands on experience in ITS, systems engineering, transportation engineering and electrical systems design. Kevin has played a critical role in virtually every BRT design project that Kimley-Horn has managed in the last five years, including Stockton's Hammer Lane BRT Phase III. His main focus is ITS, transit ITS, security and surveillance systems, communications networks, traffic engineering and design, adaptive control systems and transit signal priority systems. He has planned, designed, implemented, and integrated numerous ITS systems. His experience with ITS systems has included advanced transportation controllers, CCTVs, VMS, detection systems, security and electrical systems, technology evaluations and ITS strategic plans. He has implemented and integrated all forms of communications networks including configuration and testing of field elements and network equipment for both wired and wireless systems.

### Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- sBX E Street BRT (OmniTrans), San Bernadino, CA
- LAVTA BRT, Tri-Valley (Alameda and Contra Costa Counties), CA
- Airport Way BRT II, Stockton, CA
- Hammer Lane BRT III, Stockton, CA
- Porterville Transit TSP Implementation, Porterville, CA
- Wilson Way Adaptive Traffic Control System, Stockton, CA

- Master of Science, Civil Engineering, University of Texas, Austin
- Bachelor of Science, Civil Engineering, University of Minnesota
- Professional Engineer in California



**Randy Durrenberger, P.E.**  
*Principal-in-Charge*

Randy has nearly 20 years of experience in the planning, design, testing, and implementation of freeway and arterial based ITS projects. He has managed several major freeway management systems and smart corridors involving all facets of a project from planning to implementation. His experience includes planning (ITS strategic plans, system architecture, communications master plans, implementation plans), design (communications, conduit and cable, plan sets, general traffic, and field device locations), specifications (signal system, ITS devices), and field coordination of multiple contractors on various phases of implementation.

### Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- AC Transit Line 51 BRT Design, Alameda County, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costs Counties, CA
- MTC ITS/511 Technical Advisor
- ITS Strategic Plan, Oakland, CA



# CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD., AND MARIPOSA ROAD BRT Phase IV

- Master of Science, Transportation Engineering, University of California, Berkeley
- Master of City Planning, Transportation Planning, University of California, Berkeley
- Bachelor of Science, Civil Engineering/University of California, Berkeley
- Professional Engineer (Civil and Traffic) in California



**Elbert Chang, P.E., T.E.**

*PS&E; Utility Coordination and Background Research*

Elbert has extensive engineering and management experience in a variety of traffic engineering, ITS, and CCTV projects. He has worked on numerous CCTV projects involving digital and analog video equipment over copper, fiber, and wireless networks. He has prepared design documents and PS&E packages for the implementation and construction of central and field end elements. Representative projects include the I-80 ICM project, the Sacramento Video Surveillance System, the Silicon Valley Intelligent Transportation System (SV-ITS) West Corridor (included installation and integration of Caltrans standard CCTV PTZ cameras), and the San Jose Airport Advanced Traffic Management System.

### Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costa Counties, CA
- Airport Way BRT II, Stockton, CA
- Hammer Lane BRT III, Stockton, CA
- AC Transit Line 51 BRT Design, Alameda County, CA
- ITS Strategic Plan, Oakland, CA

- Bachelor of Science, Civil Engineering, University of California, Davis
- Professional Engineer in CA



**Kwasi Akwabi, P.E.**

*PS&E; Caltrans Coordination, Encroachment Permits and Local Assistance Coordination*

Kwasi specializes in BRT, freeway/arterial ITS and traffic signal design projects. His experience includes Caltrans District 4 freeway ITS design, traffic signal modification work throughout various East Bay cities, as well as traffic signal and ITS design in other states such as Arizona, Utah, Kansas, and Missouri. Kwasi's relevant project experience includes the I-80 Integrated Corridor Management project; various traffic signals in Chandler, AZ; Operation Green Light (Kansas City, MO/KS); Salt Lake City Arterial VMS Project; and the Port of Long Beach ATIS project.

### Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- AC Transit Line 51 BRT Design, Alameda County, CA
- Wilson Way Adaptive Traffic Control System, Stockton, CA
- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- Porterville Transit TSP Implementation, Porterville, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costa Counties, CA
- Parking Access and Revenue Control System, UC Berkeley, CA



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD****BRT Phase IV**

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
- Engineer-in-Training

**Matt Wages, EIT**

*PS&E; Utility Coordination; Caltrans Coordination, Encroachment Permits and Local Assistance Coordination*

Matt is a transportation analyst specializing in traffic signal design, signal timing, system integration, and roadway design projects. His system integration and signal timing experience includes data collection, development of Synchro models, analyses of potential cycle lengths, database conversions, and traffic signal controller integration. Matt has worked on several traffic engineering and design projects in which he was involved in data collection, creation of CADD plans, and signal and interconnect designs. He is proficient in the latest versions of AutoCAD, MicroStation, Synchro, and Highway Capacity Software. His representative projects include the Stockton Airport Way BRT project, the Sacramento 65th Street Signal Timing (2070s with D4 software), the I-80 ICM project, the Homestead Road Signal Interconnect and Timing project, and the Pruneride and Monroe Bike Lane installation project.

*Relevant Experience*

- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- Porterville Transit TSP Implementation, Porterville, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costa Counties, CA
- Airport Way BRT II, Stockton, CA
- Hammer Lane BRT III, Stockton, CA
- AC Transit Line 51 BRT Design, Alameda County, CA
- Fiber Optic Design and Standards, Tracy, CA

- Bachelor of Science, Civil and Environmental Engineering, Northeastern University
- Engineer in Training in Massachusetts

**Jaime Siochi, EIT**

*PS&E*

Jaime is a transportation analyst with experience in planning and designing of freeway and arterial ITS systems, traffic signal design, signal timing and operations, signal interconnect design, signing and striping, and roadway lighting. He has worked on a number of projects in which he was involved in data collection, creation of CADD plans, cost estimating, GIS mapping, development of timing plans using Synchro, and street lighting design utilizing AGI32 software.

*Relevant Experience*

- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- Porterville Transit TSP Implementation, Porterville, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costa Counties, CA
- Hammer Lane BRT III, Stockton, CA
- AC Transit Line 51 BRT Design, Alameda County, CA
- Fiber Optic Network Design (Lafayette Street), Santa Clara, CA
- AC Transit (East Bay) BRT Program, Alameda County, CA



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**

BRT Phase IV

**SUBCONSULTANTS**

*WILTEC (UDBE) - Traffic Data Collection*

**WILTEC**

WILTEC is a professional traffic engineering firm that specializes in conducting and analyzing all transportation-related surveys. They provide survey services to numerous clients in both the public and private sectors. On average, WILTEC conducts approximately 200 different transportation surveys per year throughout California and in Nevada and Hawaii.

WILTEC's strength is in its core group of professionals, including a registered professional traffic engineer; most of whom have been with the firm for over seven years and collectively have over 40 years of experience in the planning, conduct, analysis, summary and documentation of transportation surveys. WILTEC is certified as a Disadvantaged Business Enterprise (DBE) by the California Uniform Certification Program.

*PLS Surveys - Surveying*

PLS Surveys was founded in May of 1991 by Julia E. Terry, a licensed Professional Land Surveyor.

One year later, Joseph M. Brajkovich, PLS joined the firm as the Survey Manager and Vice President.

Ms. Terry and Mr. Brajkovich each have over 30 years of experience that encompass: right-of-way engineering, boundary and topographic surveys, bathymetric surveys, ALTA's, real estate acquisition, Precise Monitoring, DGPS, GIS/LIS and data capture, construction staking, litigation surveys/reports, aerial control, parcel and final map preparation, and environmental monitoring with GeoTracker specifications. PLS is a certified SBE firm and has worked with Kimley-Horn on many previous projects.



**CHARTER WAY, DR. MARTIN  
LUTHER KING JR. BOULEVARD.,  
AND MARIPOSA ROAD**

BRT Phase IV

## IV. References

The following clients can attest to the quality of Kimley-Horn's services on previous and/or ongoing projects. Additional references can be provided upon request.

John Downs  
Fresno Area Express (FAX)  
(559) 621-1502  
Project: *Blackstone/Ventura-Kings Canyon BRT*

Rama Pochiraju  
AC Transit  
510-891-5448  
Project: *East Bay BRT Program*

Joe Meidl  
Comet Electric  
(818) 340-0965 ext. 124  
Project: *sbX E Street BRT*

Wil Buller  
AC Transit  
(510) 891-5414  
Project: *Line 51 BRT Design*



**EXHIBIT B**  
**INSURANCE REQUIREMENTS**  
**CONSULTANT**

**CONSULTANT** shall procure and maintain for the duration of the Agreement, insurance against all 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, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:
  - A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury \$250,000 each person, and \$500,000 each occurrence. Property Damage \$100,000 each occurrence.
  - B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.
  - C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

- (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 Aggregate limit.
- (ii) **PROFESSIONAL LIABILITY**, Not less than \$1,000,000 per Claim/\$2,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

- 1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.*
2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.



3. For any claims related to services or products provided under this contract, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.
5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.
6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.
8. Proper address for mailing certificates, endorsements and notices shall be:  
  
City of Stockton  
Attention: Risk Services  
425 N. El Dorado Street  
Stockton, CA 95202
9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

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.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.



**Exhibit "C"****Federal-Aid Consultant Contract Provisions**

**CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD  
BUS RAPID TRANSIT PROJECT (BRT PHASE IV)  
City Project No. 13-03 / Federal-Aid Project No. CML-5008(123)**

**This form shall be physically attached to Amendment to Professional Services Master Contract**

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**CONTENTS**

|                                                                                         |    |
|-----------------------------------------------------------------------------------------|----|
| ARTICLE I INTRODUCTION .....                                                            | 2  |
| ARTICLE II STATEMENT OF WORK .....                                                      | 2  |
| ARTICLE III FIRM'S REPORTS OR MEETINGS.....                                             | 3  |
| ARTICLE IV PERFORMANCE PERIOD.....                                                      | 4  |
| ARTICLE V ALLOWABLE COSTS AND PAYMENTS .....                                            | 4  |
| ARTICLE VI TERMINATION.....                                                             | 5  |
| ARTICLE VII FUNDING REQUIREMENTS .....                                                  | 6  |
| ARTICLE VIII CHANGE IN TERMS .....                                                      | 6  |
| ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION .....                 | 6  |
| ARTICLE X COST PRINCIPLES .....                                                         | 7  |
| ARTICLE XI CONTINGENT FEE.....                                                          | 7  |
| ARTICLE XII RETENTION OF RECORDS/AUDIT .....                                            | 7  |
| ARTICLE XIII DISPUTES .....                                                             | 8  |
| ARTICLE XIV AUDIT REVIEW PROCEDURES.....                                                | 8  |
| ARTICLE XV SUBCONTRACTING .....                                                         | 9  |
| ARTICLE XVI EQUIPMENT PURCHASE.....                                                     | 9  |
| ARTICLE XVII INSPECTION OF WORK .....                                                   | 10 |
| ARTICLE XVIII SAFETY .....                                                              | 10 |
| ARTICLE XIX INSURANCE .....                                                             | 10 |
| ARTICLE XX OWNERSHIP OF DATA .....                                                      | 10 |
| ARTICLE XXI CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR .....                    | 11 |
| ARTICLE XXII CONFIDENTIALITY OF DATA.....                                               | 12 |
| ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION.....                         | 12 |
| ARTICLE XXIV EVALUATION OF FIRM .....                                                   | 12 |
| ARTICLE XXV STATEMENT OF COMPLIANCE .....                                               | 13 |
| ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION .....                               | 13 |
| ARTICLE XXVII STATE PREVAILING WAGE RATES.....                                          | 14 |
| ARTICLE XXVIII CONFLICT OF INTEREST .....                                               | 14 |
| ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION .....                   | 14 |
| ARTICLE XXX PROHIBITION OF EXPENDING THE CITY, STATE OR FEDERAL FUNDS FOR LOBBYING..... | 15 |
| ARTICLE XXXI NOTIFICATION .....                                                         | 15 |
| ARTICLE XXXII CONTRACT.....                                                             | 15 |
| ARTICLE XXXIII SIGNATURES .....                                                         | 16 |

---

**Exhibit "C"**

**Federal-Aid Consultant Contract Provisions**  
**CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD**  
**BUS RAPID TRANSIT PROJECT (BRT PHASE IV)**  
**City Project No. 13-03 / Federal-Aid Project No. CML-5008(123)**

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

- \*Exhibit 10-F "Certification of Consultant, Commissions & Fees"
- Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information"
- Exhibit 10-J "Standard Agreement for Subcontractor/DBE Participation"
- \*Exhibit 10-K "Consultant Certification of Costs and Financial Management System"
- \*Exhibit 10-L "Local Agency Certification of Cost Analysis"
- Exhibit 10-O1 "Consultant Proposal Disadvantaged Business Enterprise Commitment"
- Exhibit 10-O2 "Consultant Contract Disadvantaged Business Enterprise Information"
- Exhibit 10-P "Non-Lobbying Certification for Federal-Aid Contracts"
- 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" *(On File)*
- Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement" *(N/A)*
- Exhibit 10-V "Non-Discrimination Clause"
- Exhibit 12-B "Bidder's List of Subcontractors (DBE's and Non-DBE's)"
- Exhibit 12-E, Attachment H "Debarment and Suspension Certification"
- Exhibit 15-H "DBE Information – Good Faith Efforts"
- Exhibit 17-F "Final Report-Utilization of DBE 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 Master Contract and shall be physically attached to the Amendment to Professional Services Master 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.

**ARTICLE II STATEMENT OF WORK**

- A. Services to be Furnished  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- B. Design Standards  
The FIRM shall perform the services in accordance with the City of Stockton Standard Plan & Specifications (current edition), and Caltrans 2010 Standard Plans & Specifications and any amendments thereto.



**Exhibit "C"****Federal-Aid Consultant Contract Provisions**

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- C. Firm's Endorsement on Plans, Specification and Estimates/other Data  
The responsible firm/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 Amendment to Professional Services Master Contract.
- E. Subsurface Investigation  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.
- F. The City's Obligations  
See Section 4 "Rights and Duties of City", of the Professional Service Master Contract.
- G. Conferences, Visits to Site, Inspection of Work  
The FIRM 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 FIRM 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 Amendment to Professional Services Master Contract.
- I. Documentation  
The FIRM 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.
- J. Number of Copies  
See Exhibit "A", Scope of Services of the Amendment to Professional Services Master Contract.

**ARTICLE III FIRM'S REPORTS OR MEETINGS**

- A. FIRM shall submit progress reports at least once a month. The report should be sufficiently detailed for the Project Manager to determine, if FIRM 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.
-

**Exhibit "C"****Federal-Aid Consultant Contract Provisions**

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- B. FIRM'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 for Completion of the Amendment to Professional Services Master Contract.
- B. Contract Award  
FIRM 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 FIRM for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by FIRM in performance of the work. FIRM 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 FIRM'S Scope of Services, unless additional reimbursement is provided for by contract amendment. In no event, will FIRM be reimbursed for 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 amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the CITY will pay FIRM a fixed fee of \$(AMOUNT). 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 amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Scope of Services.
- D. When milestone cost estimates are included in the approved Scope of Services, FIRM 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 FIRM's fixed fee will be included in the monthly progress payments. If FIRM 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



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payment or terminate this Contract in accordance with the provisions of Article V 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. FIRM 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 FIRM 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 FIRM's work. Invoices shall be mailed to the CITY's Project Manager at the following address:

City of Stockton, Public Works Department  
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 Amendment to Professional Services Master 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 Master 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.

**Exhibit "C"****Federal-Aid Consultant Contract Provisions**

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**ARTICLE VII 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.
- 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 VIII CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. FIRM shall only commence work covered by an amendment/contract change order after the amendment/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 FIRM'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 IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

The following attachments are made to the contract and made a part of:

- Exhibit 10-I "Notice to Proposers DBE Information"
- Exhibit 10-J "Standard Contract Provisions for Subconsultants/DBE Participation"
- Exhibit 15-H "Good Faith Effort"
- Exhibit 17-F "Final Report-Utilization of DBE's"

Firms must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, FIRM must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, FIRM must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

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---

A DBE may be terminated only with written approval by the CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting the CITY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

**ARTICLE X COST PRINCIPLES**

- A. FIRM 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. FIRM 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 FIRM 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 FIRM to the CITY.

**ARTICLE XI CONTINGENT FEE**

FIRM 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 FIRM 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 XII 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; FIRM, 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 FIRM that are

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---

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 XIII 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 consisting of the CITY's Project Manager and Public Works Director, who may consider written or verbal information submitted by FIRM.
- 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, FIRM 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 FIRM from full and timely performance in accordance with the terms of this contract.

**ARTICLE XIV 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, FIRM 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 FIRM from full and timely performance, in accordance with the terms of this contract.
- D. For contracts totaling \$150,000 or greater, FIRM 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 FIRM'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 FIRM and approved by CITY project manager to conform to the audit or review recommendations. FIRM agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this



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reference if directed by the CITY at its sole discretion. Refusal by FIRM 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.

**ARTICLE XV SUBCONTRACTING**

- A. FIRM 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 the CITY's Public Works Director, except that, which is expressly identified in the approved Scope of Services.
- B. 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.
- C. Any substitution of subconsultants must be approved in writing by the CITY's Project Manager prior to the start of work by the subconsultant.

**ARTICLE XVI EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by the CITY's Project Manager shall be required before FIRM enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or FIRM services. FIRM 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 FIRM'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: "FIRM 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, FIRM 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 FIRM elects to keep the equipment, fair market value shall be determined at FIRM'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 FIRM, 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.

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D. All subcontracts in excess \$25,000 shall contain the above provisions.

**ARTICLE XVII INSPECTION OF WORK**

FIRM 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 XVIII SAFETY**

- A. FIRM shall comply with OSHA regulations applicable to FIRM regarding necessary safety equipment or procedures. FIRM shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. FIRM 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. FIRM shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. FIRM 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. FIRM 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.

**ARTICLE XIX INSURANCE**

See Section 13 of the Amendment to Professional Services Master Contract.

**ARTICLE XX 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. FIRM shall furnish the CITY all necessary copies of data needed to complete the review and approval process.



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---

- 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. FIRM 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 FIRM under this contract; further, FIRM 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 may be authorized in writing by FIRM.
- 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 XXI CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by the CITY's construction contractor relating to work performed by FIRM's personnel, and additional information or assistance from FIRM's personnel is required in order to evaluate or defend against such claims; FIRM agrees to make its personnel available for consultation with the CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. FIRM'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 FIRM's personnel services under this contract.
- C. Services of FIRM'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.

**Exhibit "C"****Federal-Aid Consultant Contract Provisions**

**CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD  
BUS RAPID TRANSIT PROJECT (BRT PHASE IV)  
City Project No. 13-03 / Federal-Aid Project No. CML-5008(123)**

This form shall be physically attached to Amendment to Professional Services Master Contract

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**ARTICLE XXII 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 FIRM in order to carry out this contract, shall be protected by FIRM 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 FIRM to further disclose such information, or disseminate the same on any other occasion.
- C. FIRM 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, FIRM's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. FIRM 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 disclosed by FIRM to any entity other than the CITY.

**ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, FIRM 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 FIRM within the immediately preceding two-year period, because of FIRM's failure to comply with an order of a federal court that orders FIRM to comply with an order of the National Labor Relations Board.

**ARTICLE XXIV EVALUATION OF FIRM**

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



**Exhibit "C"****Federal-Aid Consultant Contract Provisions**

**CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD  
BUS RAPID TRANSIT PROJECT (BRT PHASE IV)  
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**ARTICLE XXV STATEMENT OF COMPLIANCE**

- A. FIRM's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that FIRM 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, firm 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.

**ARTICLE XXVI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. FIRM's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that FIRM 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 FIRM responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

**Exhibit "C"****Federal-Aid Consultant Contract Provisions**

**CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD  
BUS RAPID TRANSIT PROJECT (BRT PHASE IV)  
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- 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 XXVII STATE PREVAILING WAGE RATES**

- A. FIRM 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.

**ARTICLE XXVIII CONFLICT OF INTEREST**

- A. FIRM 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. FIRM 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. FIRM 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. FIRM hereby certifies that neither FIRM, nor any firm affiliated with FIRM 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.

**ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

FIRM 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



**Exhibit "C"****Federal-Aid Consultant Contract Provisions**

**CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD  
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contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING**

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

C. FIRM 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 XXXI NOTIFICATION**

See Section 10-Notices of the Professional Services Master Contract.

**ARTICLE XXXII CONTRACT**

Refer to the Amendment to Professional Services Master Contract.

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**Exhibit "C"**

**Federal-Aid Consultant Contract Provisions**

**CHARTER WAY, DR. MARTIN LUTHER KING JR. BOULEVARD AND MARIPOSA ROAD  
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**ARTICLE XXXIII SIGNATURES**

Refer to the Amendment to Professional Services Master Contract.

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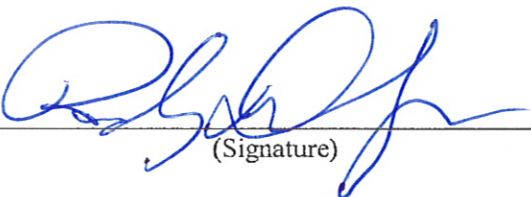
## EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS &amp; FEES

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of Kimley-Horn and Associates, Inc., whose address is 1300 Clay Street, Suite 325, Oakland, CA 94612-1425, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

12/2/2013  
(Date)

  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)

## EXHIBIT 10-F CERTIFICATION OF LOCAL AGENCY, COMMISSIONS &amp; FEES

I HEREBY CERTIFY that I am the City Traffic Engineer, and duly authorized representative of the Agency CITY OF STOCKTON, whose address is 22 E. Weber Avenue STOCKTON, CA 95202, and that, except as hereby expressly stated, neither I nor the above Agency that I represent have:

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

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

2/13/14  
(Date)

[Signature]  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)



**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 5.27 %

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 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one 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 1-866-810-6346 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.

**EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION****1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. 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.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).



**3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

**4. Prompt Payment of Funds Withheld to Subconsultants**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.  
*(Local agency to include either B, C, or D below; delete the other two.)*
- B. No retainage will be withheld by the Agency 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.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements 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, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements 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, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### **5. DBE Records**

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

#### **6. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.



**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL  
MANAGEMENT SYSTEM****Certification of Final Indirect Costs:**Consultant Firm Name: Kimley-Horn and Associates, Inc.Indirect Cost Rate: 191.53% (includes FCCM of 0.90%)Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): 1/1/12 to 12/31/12Date of Proposal Preparation (mm/dd/yyyy): October 29, 2013Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/12 to 12/31/12

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 \$~\$52.6M (Transp/ITS/Transit) and the number of States in which the firm does business is 50.

**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:

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 I, Part 172 -Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

## Local Assistance Procedures Manual

EXHIBIT 10-K  
Consultant Certification of Costs and Financial Management System

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)**

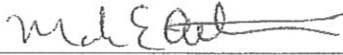
Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 13,600

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ 134,980

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

|              |           |
|--------------|-----------|
| Wiltec, Inc. | \$ 11,100 |
| PLS Surveys  | \$ 2,500  |
|              | \$        |
|              | \$        |
|              | \$        |

\* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name: Mark E. Atkinson

Title: Senior Vice President

Consultant Contact Information:

Email: mark.atkinson@kimley-horn.com

Phone number: 919-677-2000

Date of Certification (mm/dd/yyyy): 10/29/2013

\*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.

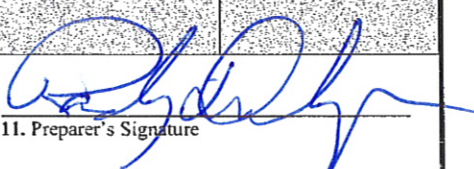
23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

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



## EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

| Consultant to Complete this Section                                                                                     |                                                                 |                     |                     |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------|---------------------|
| 1. Local Agency Name: <u>City of Stockton, Public Works Department</u>                                                  |                                                                 |                     |                     |
| 2. Project Location: <u>Stockton, California</u>                                                                        |                                                                 |                     |                     |
| 3. Project Description: <u>Charter Way/MLK Blvd., and Mariposa Road BRT Phase IV</u>                                    |                                                                 |                     |                     |
| 4. Consultant Name: <u>Kimley-Horn and Associates, Inc.</u>                                                             |                                                                 |                     |                     |
| 5. Contract DBE Goal %: <u>5.27</u>                                                                                     |                                                                 |                     |                     |
| DBE Commitment Information                                                                                              |                                                                 |                     |                     |
| 6. Description of Services to be Provided                                                                               | 7. DBE Firm Contact Information                                 | 8. DBE Cert. Number | 9. DBE %            |
| Traffic Counts                                                                                                          | Wiltec, 601 North Lake Ave, Pasadena, CA 91101<br>(626)564-1944 | #8440               | 8.84%               |
|                                                                                                                         |                                                                 |                     |                     |
|                                                                                                                         |                                                                 |                     |                     |
|                                                                                                                         |                                                                 |                     |                     |
|                                                                                                                         |                                                                 |                     |                     |
|                                                                                                                         |                                                                 |                     |                     |
|                                                                                                                         |                                                                 |                     |                     |
|                                                                                                                         |                                                                 |                     |                     |
|                                                                                                                         |                                                                 |                     |                     |
|                                                                                                                         |                                                                 |                     |                     |
| Local Agency to Complete this Section                                                                                   |                                                                 |                     | 10. Total % Claimed |
| 16. Local Agency Contract Number: _____                                                                                 |                                                                 |                     | 8.84 %              |
| 17. Federal-aid Project Number: _____                                                                                   |                                                                 |                     |                     |
| 18. Proposed Contract Execution Date: _____                                                                             |                                                                 |                     |                     |
| Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: |                                                                 |                     |                     |
| 19. Local Agency Representative Name (Print) _____                                                                      |                                                                 |                     |                     |
| 20. Local Agency Representative Signature _____                                                                         |                                                                 |                     |                     |
| 21. Date _____                                                                                                          |                                                                 |                     |                     |
| 22. Local Agency Representative Title _____                                                                             |                                                                 |                     |                     |
| 23. (Area Code) Tel. No. _____                                                                                          |                                                                 |                     |                     |
| 11. Preparer's Signature           |                                                                 |                     |                     |
| 12. Preparer's Name (Print) <u>Randal R. Durrenberger</u>                                                               |                                                                 |                     |                     |
| 13. Preparer's Title <u>Vice President</u>                                                                              |                                                                 |                     |                     |
| 14. Date <u>12/2/13</u>                                                                                                 |                                                                 |                     |                     |
| 15. (Area Code) Tel. No. <u>(510) 625-0712</u>                                                                          |                                                                 |                     |                     |

Distribution: (1) Original – Consultant submits to local agency with proposal  
 (2) Copy – Local Agency files


**Metro**

 Los Angeles County  
 Metropolitan Transportation Authority

 One Gateway Plaza  
 Los Angeles, CA 90012-2952

 213.922.2000 Tel  
 metro.net

**CALIFORNIA UNIFIED CERTIFICATION  
 PROGRAM**

September 27, 2013

**CUCP #8440  
 Metro File # 1483**

 Moses Wilson  
**Wiltec**  
 610 N. Lake Ave.  
 Pasadena, CA 91101

**RE: Disadvantaged Business Enterprise Certification**

Dear Mr. Wilson:

We are pleased to advise you that after careful review of your application and supporting documentation, the Los Angeles County Metropolitan Transportation Authority (Metro) has determined that your firm meets the eligibility standards to be certified as a Disadvantaged Business Enterprise (DBE) as required under the U.S. Department of Transportation (U.S. DOT) Regulation 49 CFR Part 26, as amended. This certification will be recognized by all of the U.S. DOT recipients in California. Your firm will be listed in the California Unified Certification Program (CUCP) database of certified DBEs under the following specific areas of expertise that you have identified on the NAICS codes form of the application package:

| NAICS (2007) | Description                                               |
|--------------|-----------------------------------------------------------|
| 541330       | Engineering Services                                      |
| 541990       | All Other Professional, Scientific and Technical Services |

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

In order to ensure your continued DBE status, you are required to submit an annual No Change Declaration Form (which will be sent to you) along with supporting documentation. If no changes are noted, then your DBE status remains current. If there are changes, Metro will review to determine continued DBE eligibility. Please note, your DBE status remains in effect unless Metro notifies you otherwise.

Should any changes occur that could affect your certification status prior to receipt of the No Change Declaration Form, such as changes in your firm's name, business/mailling address, ownership, management or control, or failure to meet the applicable business size standards or personal net worth standard, please notify Metro immediately. Failure to submit forms and/or change of information will be deemed a failure to cooperate under Section 26.109 of the Regulations.

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

Congratulations, and thank you for your interest in the DBE program. Should you have any questions, please contact us at 213-922-2600. For information on Metro contracting opportunities, please visit our website at [www.metro.net](http://www.metro.net).

Sincerely,

 Tina Giles-Potter  
 Certification Consultant – SBEUS  
 Diversity & Economic Opportunity Department

*E:\Approval Letters\Wiltec.doc*



**INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT****Consultant Section***The Consultant shall:*

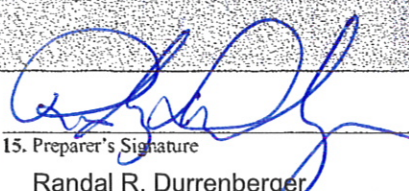
1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services 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.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **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.
10. **Total % Claimed** - Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** - The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative 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 Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

## EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

| Consultant to Complete this Section                                                                                     |                                                                 |                                                                                       |                       |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------|
| 1. Local Agency Name: <u>City of Stockton, Public Works Department</u>                                                  |                                                                 |                                                                                       |                       |
| 2. Project Location: <u>Stockton, California</u>                                                                        |                                                                 |                                                                                       |                       |
| 3. Project Description: <u>Charter Way/MLK Blvd., and Mariposa Road BRT Phase IV</u>                                    |                                                                 |                                                                                       |                       |
| 4. Total Contract Award Amount: \$ <u>125,560</u>                                                                       |                                                                 |                                                                                       |                       |
| 5. Consultant Name: <u>Kimley-Horn and Associates, Inc.</u>                                                             |                                                                 |                                                                                       |                       |
| 6. Contract DBE Goal %: <u>5.27</u>                                                                                     |                                                                 |                                                                                       |                       |
| 7. Total Dollar Amount for <u>all</u> Subconsultants: \$ <u>13,600</u>                                                  |                                                                 |                                                                                       |                       |
| 8. Total Number of <u>all</u> Subconsultants: <u>2</u>                                                                  |                                                                 |                                                                                       |                       |
| Award DBE/DBE Information                                                                                               |                                                                 |                                                                                       |                       |
| 9. Description of Services to be Provided                                                                               | 10. DBE/DBE Firm Contact Information                            | 11. DBE Cert. Number                                                                  | 12. DBE Dollar Amount |
| Traffic Counts                                                                                                          | Wiltec, 601 North Lake Ave. Pasadena, CA 91101<br>(626)564-1944 | #8440                                                                                 | \$11,100              |
|                                                                                                                         |                                                                 |                                                                                       |                       |
|                                                                                                                         |                                                                 |                                                                                       |                       |
|                                                                                                                         |                                                                 |                                                                                       |                       |
|                                                                                                                         |                                                                 |                                                                                       |                       |
|                                                                                                                         |                                                                 |                                                                                       |                       |
| Local Agency to Complete this Section                                                                                   |                                                                 | 13. Total Dollars Claimed                                                             | 12. DBE Dollar Amount |
| 20. Local Agency Contract Number: _____                                                                                 |                                                                 | \$ 11,100                                                                             |                       |
| 21. Federal-aid Project Number: _____                                                                                   |                                                                 |                                                                                       |                       |
| 22. Contract Execution Date: _____                                                                                      |                                                                 | 14. Total % Claimed                                                                   | 8.84 %                |
| Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: |                                                                 |                                                                                       |                       |
| 23. Local Agency Representative Name (Print) _____                                                                      |                                                                 |  |                       |
| 24. Local Agency Representative Signature _____                                                                         | 25. Date _____                                                  |                                                                                       |                       |
| 26. Local Agency Representative Title _____                                                                             | 27. (Area Code) Tel. No. _____                                  |                                                                                       |                       |
| 15. Preparer's Signature _____                                                                                          |                                                                 |                                                                                       |                       |
| 16. Preparer's Name (Print) _____                                                                                       |                                                                 | 17. Preparer's Title _____                                                            |                       |
| 18. Date _____                                                                                                          |                                                                 | 19. (Area Code) Tel. No. _____                                                        |                       |
| Caltrans to Complete this Section                                                                                       |                                                                 |                                                                                       |                       |
| Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:         |                                                                 |                                                                                       |                       |
| 28. DLAE Name (Print) _____                                                                                             | 29. DLAE Signature _____                                        | 30. Date _____                                                                        |                       |

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files



**INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION****Consultant Section***The Consultant shall:*

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. **Total number of all subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services 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.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **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, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** - Enter the total dollar amounts for column 13.
14. **Total % Claimed** - Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. 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 this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative 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.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**Caltrans Section:***Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** - Clearly enter the name of the DLAE.
29. **DLAE Signature** - DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

**EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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



## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|-------------------|--------------------------|-------------|--------------------------|-------------------------|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance                                                                                                                                                                                                                                                                                                                                      | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. ...<br><input type="checkbox"/> b. ... | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial<br><input type="checkbox"/> b. material change<br><br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>4. Name and Address of Reporting Entity</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____ own                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>6. Federal Department/Agency:</b> _____ <b>Federal Program Name/Description:</b> _____<br>Congressional District, if known: _____<br>CFDA Number, if applicable: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>8. Federal Action Number, if known:</b> _____ <b>Award Amount, if known:</b> _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI) _____<br>(attach Continuation Sheet(s) if necessary)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>12. Amount of Payment (check all that apply)</b> <b>14. Type of Payment (check all that apply)</b><br>\$ _____ <input type="checkbox"/> actual <table style="display: inline-table; vertical-align: top;"> <tr><td><input type="checkbox"/></td><td>a. retainer</td></tr> <tr><td><input type="checkbox"/></td><td>b. one-time fee</td></tr> <tr><td><input type="checkbox"/></td><td>c. commission</td></tr> <tr><td><input type="checkbox"/></td><td>d. contingent fee</td></tr> <tr><td><input type="checkbox"/></td><td>e. deferred</td></tr> <tr><td><input type="checkbox"/></td><td>f. other, specify _____</td></tr> </table> |                                                                                                           |                                                                                                                                                                                                               | <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 _____ |
| <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 _____                                                                                   |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>13. Form of Payment (check all that apply)</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify: nature _____ Value _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>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:</b><br>(attach Continuation Sheet(s) if necessary)                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| <b>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.</b>                                                                                 |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| Signature: _____<br>Print Name: <u>Randal R. Durrenberger</u><br>Title: <u>Vice President</u><br>Telephone No.: <u>(510) 625-0712</u> Date: <u>10/29/13</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |
| Authorized for Local Reproduction<br>Standard Form - LLL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                           |                                                                                                                                                                                                               |                          |             |                          |                 |                          |               |                          |                   |                          |             |                          |                         |

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

## 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



**EXHIBIT 10-V NON-DISCRIMINATION CLAUSE**

(To be included in Consultant Contract)

**NON-DISCRIMINATION CLAUSE**

During the performance of this Contract, Consultant and its subconsultant 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. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant 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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

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**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:

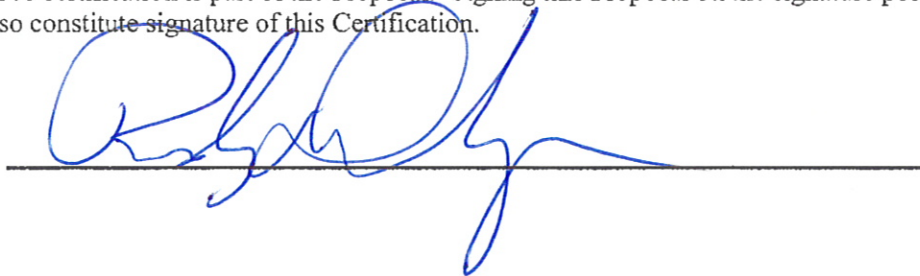
- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; 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.

none

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.

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 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/<br>Address/<br>City, State, ZIP   | Phone/<br>Fax         | Annual Gross<br>Receipts                                                                                                                                                                                                     | Description of Portion of Work to be Performed | Local Agency Use<br>Only<br>(Certified DBE?)                                      |
|----------------------------------------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------------------------------|
| Name<br>Wiltec, Inc.                         | Phone<br>626-564-1944 | <input checked="" type="checkbox"/> < \$1 million<br><input type="checkbox"/> < \$5 million<br><input type="checkbox"/> < \$10 million<br><input type="checkbox"/> < \$15 million<br><input type="checkbox"/> > \$15 million | Traffic Counts                                 | <input type="checkbox"/> YES<br><input type="checkbox"/> NO<br>If YES list DBE #: |
| Address<br>601 North Lake Avenue             | Fax<br>626-564-0969   |                                                                                                                                                                                                                              |                                                | Age of Firm (Yrs.)                                                                |
| City State ZIP<br>Pasadena, CA 91101         |                       |                                                                                                                                                                                                                              |                                                |                                                                                   |
| Name<br>PLS Surveys                          | Phone<br>510-261-0900 | <input checked="" type="checkbox"/> < \$1 million<br><input type="checkbox"/> < \$5 million<br><input type="checkbox"/> < \$10 million<br><input type="checkbox"/> < \$15 million<br><input type="checkbox"/> > \$15 million | Surveying - Topographical, Right-of-Way        | <input type="checkbox"/> YES<br><input type="checkbox"/> NO<br>If YES list DBE #: |
| Address<br>2220 Livingston Street, Suite 202 | Fax<br>510-261-3303   |                                                                                                                                                                                                                              |                                                | Age of Firm (Yrs.)                                                                |
| City State ZIP<br>Oakland, CA 94606          |                       |                                                                                                                                                                                                                              |                                                |                                                                                   |
| Name                                         | Phone                 | <input type="checkbox"/> < \$1 million<br><input type="checkbox"/> < \$5 million<br><input type="checkbox"/> < \$10 million<br><input type="checkbox"/> < \$15 million<br><input type="checkbox"/> > \$15 million            |                                                | <input type="checkbox"/> YES<br><input type="checkbox"/> NO<br>If YES list DBE #: |
| Address                                      | Fax                   |                                                                                                                                                                                                                              |                                                | Age of Firm (Yrs.)                                                                |
| City State ZIP                               |                       |                                                                                                                                                                                                                              |                                                |                                                                                   |
| Name                                         | Phone                 | <input type="checkbox"/> < \$1 million<br><input type="checkbox"/> < \$5 million<br><input type="checkbox"/> < \$10 million<br><input type="checkbox"/> < \$15 million<br><input type="checkbox"/> > \$15 million            |                                                | <input type="checkbox"/> YES<br><input type="checkbox"/> NO<br>If YES list DBE #: |
| Address                                      | Fax                   |                                                                                                                                                                                                                              |                                                | Age of Firm (Yrs.)                                                                |
| City State ZIP                               |                       |                                                                                                                                                                                                                              |                                                |                                                                                   |

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## 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/<br>Address/<br>City, State, ZIP |          | Phone/<br>Fax | Annual Gross Receipts                   | Description of Portion of Work to be Performed | Local Agency Use Only<br>(Certified DBE?) |
|--------------------------------------------|----------|---------------|-----------------------------------------|------------------------------------------------|-------------------------------------------|
| Name                                       | **NONE** | 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 |                                                |                                           |

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## EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

## DBE INFORMATION - GOOD FAITH EFFORTS

**N/A DBE goal is met**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ 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.):

| Names of DBEs Solicited | Date of Initial Solicitation | Follow Up Methods and Dates |
|-------------------------|------------------------------|-----------------------------|
|                         |                              |                             |
|                         |                              |                             |
|                         |                              |                             |
|                         |                              |                             |
|                         |                              |                             |

**N/A DBE goal is met**

- 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<br>Performs Item<br>(Y/N) | Breakdown of<br>Items | Amount<br>(\$) | Percentage<br>Of<br>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:

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

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- 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:

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**N/A DBE goal is met**

- 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:

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- 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):

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

**ADA Notice**

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

|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       |                  |                         |                                 |                          |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-----------------------------------|-----------------------|------------------|-------------------------|---------------------------------|--------------------------|--|
| CONTRACT NUMBER                                                                                                                                                                                                                                                                                                                             |                                                     | COUNTY                            | ROUTE                 | POST MILES       | FEDERAL AID PROJECT NO. | ADMINISTERING AGENCY            | CONTRACT COMPLETION DATE |  |
| PRIME CONTRACTOR                                                                                                                                                                                                                                                                                                                            |                                                     |                                   |                       | BUSINESS ADDRESS |                         | ESTIMATED CONTRACT AMOUNT<br>\$ |                          |  |
| ITEM NO.                                                                                                                                                                                                                                                                                                                                    | DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED | COMPANY NAME AND BUSINESS ADDRESS | DBE CERT. NUMBER      | NON-DBE          | DBE                     | DATE WORK COMPLETE              | DATE OF FINAL PAYMENT    |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
|                                                                                                                                                                                                                                                                                                                                             |                                                     |                                   |                       | \$               | \$                      |                                 |                          |  |
| ORIGINAL COMMITMENT                                                                                                                                                                                                                                                                                                                         |                                                     |                                   | TOTAL                 |                  | \$                      |                                 |                          |  |
| \$                                                                                                                                                                                                                                                                                                                                          |                                                     |                                   | DBE                   |                  | \$                      |                                 |                          |  |
| List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity. |                                                     |                                   |                       |                  |                         |                                 |                          |  |
| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT                                                                                                                                                                                                                                                                                |                                                     |                                   |                       |                  |                         |                                 |                          |  |
| CONTRACTOR REPRESENTATIVE'S SIGNATURE                                                                                                                                                                                                                                                                                                       |                                                     |                                   | BUSINESS PHONE NUMBER |                  |                         | DATE                            |                          |  |
| RESIDENT ENGINEER'S SIGNATURE                                                                                                                                                                                                                                                                                                               |                                                     |                                   | BUSINESS PHONE NUMBER |                  |                         | DATE                            |                          |  |
| TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT                                                                                                                                                                                                                                                     |                                                     |                                   |                       |                  |                         |                                 |                          |  |

Copy Distribution-Caltrans contracts: Original - District Construction Copy- Business Enterprise Program Copy- Contractor Copy Resident Engineer

Copy Distribution-Local Agency contracts: Original - District Local Assistance Engineer Copy- District Local Assistance Engineer Copy- Local Agency file

(submitted with the Report of Expenditure)



**EXHIBIT 17-F****Local Assistance Procedures Manual****Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors**

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS  
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS  
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

| DBE Program Status                                             | Column to be used |
|----------------------------------------------------------------|-------------------|
| If program status shows DBE only with no other programs listed | DBE               |

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
CP-CEM-2403(F) (New. 10/99)

| CONTRACT NUMBER  | COUNTY | ROUTE | POST MILES       | ADMINISTERING AGENCY | CONTRACT COMPLETION DATE  |
|------------------|--------|-------|------------------|----------------------|---------------------------|
| PRIME CONTRACTOR |        |       | BUSINESS ADDRESS |                      | ESTIMATED CONTRACT AMOUNT |

*Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions*

[illegible]

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

|                                                                            |       |                       |      |
|----------------------------------------------------------------------------|-------|-----------------------|------|
| I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT               |       | BUSINESS PHONE NUMBER | DATE |
| CONTRACTOR REPRESENTATIVE SIGNATURE                                        | TITLE |                       |      |
| TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT |       |                       |      |
| RESIDENT ENGINEER                                                          |       | BUSINESS PHONE NUMBER | DATE |

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Copy - 1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer

## EXHIBIT 17-O

## Local Assistance Procedures Manual

Disadvantaged Business Enterprises (DBE) Certification Status Change

Form CP-CEM 2403(F) (New 10/99)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

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