

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this ___ day of _____ 2017, between the CITY OF STOCKTON, a municipal corporation ("City"), and **MGE ENGINEERING, INC.** whose address is **7415 GREENHAVEN DRIVE, SUITE 100, SACRAMENTO, CA 95831** ("Consultant") for the **BRIDGE REHABILITATION (PROJECT NO. PW1603/FEDERAL PROJECT NO. BPMP-5008(157))**, hereinafter referred to as "Project".

RECITALS

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

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

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

2. **PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**
The City of Stockton shall hold five percent (5%) retainage from the prime Consultant and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime Consultant based on these acceptances. The prime Consultant or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City of Stockton. Any delay or postponement of payment over 30 days may take place only for good cause and following written approval from the City of Stockton. Any violation of this provision shall subject the violating prime Consultant or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California 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 subcontractor in the event of a dispute involving late payment, or nonpayment by the prime Consultant, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Consultants and subcontractors.

3. **COMPENSATION.** City shall pay Consultant for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B**, which is attached to this Contract and incorporated by this reference. Consultant agrees this fee is for full remuneration for performing all services and furnishing all staffing and materials called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed **\$304,683.00** or as otherwise mutually agreed to in a Contract Change Order.

4. **SCHEDULE AND TERM.** Consultant shall perform the scope of work as described in Exhibit A according to the schedule detailed in **Exhibit C**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **September 30, 2024**, unless extended by mutual agreement through the issuance of a Contract Change Order.

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

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

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

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

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

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

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

- a. If in the performance of this Contract any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Consultant.

- i. It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's personnel.
- ii. As an independent contractor, Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against the City based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

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

12. **INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, and hold harmless City, its Mayor, Council, officials, and employees from and against any and all claims and causes of action which result in liabilities, judgments, awards, losses, damages, expenses, and costs (including reasonable attorneys' fees, expert and consultant fees, and other expenses of litigation) including, but not limited to, death or injury to persons, or damage to property, which arise out of any violation of federal, state, or municipal law or ordinance, to the extent damages are caused by the Consultant's negligent services provided under this Agreement, or are in any way caused by the negligent performance of work by the Consultant or Consultant's officers, agents, employees, or subcontractor. Consultant shall not be obligated to indemnify or defend City for claims finally determined by a court of law or arbitrator to arise from the negligence or willful misconduct of the City. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of Consultant to City, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by Consultant under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

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

amount or type of damages, compensation, or benefits payable by or for the Consultant under workers' compensation acts, disability acts, or other employee benefit acts.

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

14. FEDERAL PROVISIONS. Consultant shall comply with the Federal Aid Consultant Contract Provisions which are attached hereto as **Exhibit "E"** and incorporated herein by this reference.

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

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

To Consultant: MGE Engineering, Inc. 7415 Greenhaven Drive Suite 100 Sacramento, CA 95831	To City: Public Works Director City of Stockton 22 E. Weber Ave., Rm. 301 Stockton, CA 95202
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17. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Contract on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

a. TITLE VI

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d).
<http://www.dol.gov/oasam/regs/statutes/titlevi.htm>.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

b. DISCRIMINATION AND HARASSMENT POLICY

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit F**). The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination

and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

c. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement. <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>.

d. PREVAILING WAGE RATES

Consultant and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Consultant performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime Consultant and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

- i. The Consultant performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The Consultant shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the Consultant choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the Consultant shall reimburse the City the actual cost of engineering, inspection, superintendence, and or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to City the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by Consultant, or by

any subcontractor under Consultant, in the execution of this contract, for each calendar day during which any laborer, worker, or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

- iii. **PAYROLL RECORDS** - The Consultant to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the Consultant's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. **APPRENTICESHIP STANDARDS** - The Consultant shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

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

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

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

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(Updated 04/28/16)

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

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

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

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

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

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

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

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

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

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

CITY OF STOCKTON

By: _____
KURT O. WILSON
CITY MANAGER

ATTEST:

By: _____
BONNIE PAIGE
CITY CLERK

APPROVED AS TO FORM:

By: _____
DEPUTY CITY ATTORNEY

MGE ENGINEERING, INC.

By: Robert E. Sennett III
Signature

ROBERT E. SENNETT III
Print Name

Title: VICE PRESIDENT

Detailed Work Plan

The following work plan provides a detailed approach to completion of the Bridge Preventative Maintenance Project:

Task 1 - Bridge Assessment & Recommendations Report

Task 1.1 Kick-off Meeting

The team will coordinate a kick-off meeting with the City to discuss the project approach, collect available bridge record files and as-built drawings, coordinate project execution, discuss the project schedule, and define other project controls that may affect the completion of the work.

Task 1.2 Bridge Inspections

Following a detailed review of the Caltrans Bridge Inspection Reports and available "as-built" plans for the six bridges, MGE will conduct a thorough inspection of each bridge to evaluate the deficiencies and confirm that the programmed recommendations for corrective action are appropriate. In addition, MGE will work with the City to determine if there are additional deficiencies that can be addressed, and evaluate those deficiencies identified in the Bridge Inspection Reports for which no action was recommended but can be effectively addressed as part of the BPMP.

Task 1.3 Bridge Maintenance Recommendations Report

MGE will prepare a report that documents the deficiencies noted at each bridge and identify corrective measures that can be implemented to correct the deficiencies. The report will include details of recommended corrective measures, identification of special inspections or testing, and provide construction cost estimates for each bridge.

Task 1.4 Field Review

As part of Task 1, MGE will participate in a Field Review with Caltrans and the City to discuss the findings and recommendations for correcting the deficiencies for the purpose of defining the environmental work and gaining Caltrans concurrence on the work scope. In preparation for the Field Review, a Preliminary Environmental Study (PES) Form will be completed together with an Area Potential Effects (APE) Map for each of the bridges. The Bridge Maintenance Recommendation Report prepared for the project along with PES forms and APE maps will be made available to participants through the City prior to the Field Review.

Task 1 Deliverables:

- *Meeting Agenda & Minutes*
- *Draft and Final Bridge Maintenance Recommendation Report*

Task 2 - Preliminary (30%) Bridge Design Engineering

Task 2.1 Topographic Base Mapping

O'Dell Engineering, Inc. (O'Dell) will provide topographic mapping at a scale of 1"=20' with a 1' contour interval for use in development and evaluation of alternatives and final design. The topographic survey will include the location of the existing bridge, approach roadway existing improvements, existing river banks and improvements, existing above ground utilities, and surrounding fences and improvements. Triangulated Irregular Network (TIN) files will be provided for the terrain model AutoCAD drawing files with 3D breaklines for the topographic base map, and a maximum of 6 waterway cross-sections per bridge location for use in the hydraulic model. It is anticipated that bridge numbers 29Co238, 29Co235 and 29Co157L/R will require partial topographic surveys.

Task 2.1 Assumptions:

- The client will provide O'Dell Engineering with access during the survey.
- Areas with site obstructions will not be mapped.
- Scope assumes one (1) day of traffic control.

Task 2.1 Exclusions:

- Permit fees
- Survey of small trees, shrubs, and other vegetation
- Boundary/right of way surveys

Task 2.2 Preliminary (30%) Bridge Plans

MGE will prepare Preliminary (30%) Bridge Plans clearly delineating the limits and details of the proposed repairs. The 30% plans will serve as the basis for the completion of environmental studies.

Task 2.3 Preliminary (30%) Bridge Repair Cost Estimates

MGE will develop a detailed cost estimate for each structure based upon the Preliminary (30%) Bridge Plans. If routine maintenance items are requested by the City to be included in the project PS&E, those costs will be segregated from those eligible for funding under the BPMP.

Task 2 Deliverables:

- *Preliminary (30%) Bridge Plans (2 copies & .pdf file)*
- *Preliminary (30%) Bridge Repair Cost Estimates 2 copies & Excel file)*

Task 3 - Environmental Services**Task 3.1 Environmental Project Management, Meetings and Coordination**

Sycamore Environmental will coordinate as requested with the City Project Manager and the design team to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. Coordination will be on an as-needed basis, as requested by the City or members of the design team, to provide environmental support for the project. We assume one kickoff/field meeting, monthly project development team meetings, and one public hearing required for NEPA and CEQA compliance. This task includes coordinating with the SJCOG regarding coverage under the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) and submission of required materials; and compiling the Environmental Commitments Record.

Task 3.1 Deliverables:

- *Monthly status memos*
- *Environmental Commitments Record*

Task 3.2 Section 106 Cultural Resources - APE, ASR, HPSR

Far Western will conduct a cultural resources inventory of the proposed project. This will include: (1) the development of an Area of Potential Effects (APE) Map; (2) the coordination of consultation efforts with the Native American Heritage Commission (NAHC) and interested Native American tribes/individuals; (3) an assessment of the potential of for buried cultural resources in the APE; (4) pedestrian inventory of the bridge locations; and (5) completion of a Caltrans-complaint Archaeological Survey Report (ASR), documenting study methods and findings, and Historic Property Survey Report (HPSR) that serves as a summary document of cultural compliance.

Task 3.2 Deliverables:

- *Area of Potential Effects Map,*
- *Archaeological Survey Report and Historic Property Survey Report*

Task 3.3 Natural Environment Study (NES) or Minimal Impacts (NESMI)

Sycamore will prepare the NES or NESMI. The reports incorporate the results of biological studies and coordination with the resource agencies. An NESMI is appropriate for projects of limited scope and impact to listed species. The report will describe the existing biological environment and how the project would potentially affect the environment; and provide technical information concerning plants, animals and natural communities occurring in the project study area. A general biological survey will be conducted to document baseline biological conditions. Sycamore Environmental will prepare avoidance, minimization, and mitigation measures as needed. The NES or NESMI will be prepared in accordance with Chapter 2 of the SER, using the current Caltrans format.

EXHIBIT A

*Task 3.3 Deliverables: Natural Environment Study (NES) or Minimal Impacts (NESMI)***Task 3.4 Wetlands Study**

Sycamore Environmental will conduct a Wetlands Study of the project study area. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual, the Sacramento District minimum standards, and other current regional guidance. The Wetlands Study will be submitted to the Corps concurrently with the 404 CWA permit application requesting a preliminary jurisdictional determination. Sycamore Environmental will attend the field verification with Corps and revise delineation map, if necessary.

*Task 3.4 Deliverable: Wetlands Study Report***Task 3.5 Biological Assessment (BA) and FESA Consultation**

Sycamore Environmental will prepare the Biological Assessment (BA) for formal and informal Section 7 Endangered Species Act consultations with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). The BA will focus on Central Valley steelhead DPS, delta smelt, and other federal listed species or critical habitat. The palmate-bracted birds-beak blooms between June and October. A formal Endangered Species Act consultation with either USFWS or NOAA Fisheries could take four to twelve months. Informal consultation could conclude in one or two months.

*Task 3.5 Deliverables: Biological Assessment***Task 3.6 Construction Noise Technical Memorandum**

Sycamore Environmental will prepare a Noise Technical Memo to address construction related noise for the project and applicable local noise standards. The Memo will identify the construction noise level standards contained within the San Joaquin Council of Governments Noise Element, as well as any other germane state or federal noise standards. Traffic and construction noise will be quantified and mitigation measure will be provided.

*Task 3.6 Deliverable: Construction Noise Technical Memorandum***Task 3.7 Water Quality Technical Memorandum**

Sycamore Environmental will prepare a Water Quality Technical Memorandum. The Water Quality Memo will identify some Best Management Practices (BMPs) that may be incorporated into the National Pollution Discharge Elimination System (NPDES) permitting. Data will be provided, as applicable, on surface water and groundwater resources within the project area and their water quality health. Water quality impairments and beneficial uses will be described. Potential water quality impacts associated with the proposed project will be identified, and avoidance and/or minimization measures for potentially adverse impacts will be recommended.

*Task 3.7 Deliverable: Water Quality Technical Memo***Task 3.8 Seasonal Botanical Survey**

Sycamore Environmental will conduct a botanical survey during the evident and identifiable period for special-status plants that may occur on the project site. We anticipate the botanical survey would need to be conducted in June on up to 4 bridge sites. Results of the survey will be included in the NES and BA if the final drafts have not yet been completed.

Task 3.8 Deliverable: Results will be incorporated into the NES. If the NES has already been completed, a letter update will be prepared.

Task 3.9 NEPA and CEQA Documentation

Caltrans prepares its NEPA document, which is expected to be a NEPA Categorical Exclusion. Sycamore Environmental will coordinate with Caltrans for NEPA CE documentation, including wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable.

The technical studies and agency coordination that satisfy NEPA also support CEQA. Sycamore Environmental will determine if the project fits under a CEQA Categorical Exemption or if mitigation

EXHIBIT A

measures are needed. We will prepare an Initial Study/Mitigated Negative Declaration (ISMND) using the City's format. The document will summarize the results of environmental technical studies, document the project Purpose and Need, the alternatives development and screening process, and summarize the public outreach process conducted as part of environmental compliance. Sycamore Environmental will circulate the Draft IS for public comment, prepare and publish the "Notice of Intent to Adopt," and respond to any comments received during the circulation. Sycamore Environmental will prepare the "Notice of Determination" and Mitigation Monitoring Plan. The City will prepare the Staff Report, agendize the ISMND, and file the NOD with the City Clerk.

Task 3.9 Deliverables:

- *Initial Study Checklist with mitigation measures (City Draft, Public Circulation Draft, Final with response to comments)*
- *Notice of Intent to Adopt a Mitigated Negative Declaration*
- *Mitigation Monitoring Plan*
- *Responses and comments for Staff Report*

Assumptions

- Biological studies will be conducted according to the project schedule.
- The project description and the impact calculations in the NES will be based on 35% design.
- Changes to the project design or APE map that result in modifications to technical studies or the environmental document may require modification to the scope or cost estimate.
- If any cultural or historical resource is evaluated as eligible or potentially eligible and the project impact would constitute an adverse effect, additional documents may be required.
- City to provide permit application fees, if required.
- Due to unforeseen delays on the part of the City, Caltrans, and weather conditions, changes could be made in the estimated delivery schedule.
- City to secure Right of entry (ROE) prior to the botanical survey in June.
- If law enforcement presence is required during the survey due to safety concerns, the City will coordinate with the appropriate law enforcement personnel.
- The ASR/HPSR assumes two surface sites and one buried resource. If additional sites are encountered, the budget/schedule may need to be revised.
- The bridges are ineligible for listing on the National Register.
- Project Team will provide required supplemental information for the permit applications (including environmental reports, staging, equipment, material disposal info, etc.).

Task 4 - Plans, Specifications and Engineer's Estimate

MGE will prepare a single set of Plans, Specifications, and Estimate (PS&E) incorporating the detailed design of the proposed repairs for each of the bridges, obtain design approval, and produce the construction drawings, special provisions, and construction estimate required for the construction documents. The PS&E will be prepared to State and Federal Standards and in accordance with City policies, procedures, and ordinances. Project technical specifications, including special provisions, will be based on 2015 Caltrans Standard Special Provisions (SSP) and City boilerplate specifications. MGE will provide technical specifications in a Microsoft Word format for the City to combine with their boilerplate specifications. MGE will provide review submittals to the City at the 65%, 95% and 100% stages of PS&E development.

Task 4.165% PS&E (Plans, Specifications, and Estimates)

MGE will complete the preparation of the Draft 65% PS&E (unchecked details). The 30% Bridge Design (Task 2) together with input received during the completion of the environmental phase, will be the basis for preparation of the 65% PS&E. Preparation of the 65% PS&E will include completion of the following subtasks:

4.1.1 Design & Details

MGE will update the General Plan sheets from the approved 30% submittal. The design calculations

EXHIBIT A

associated with the work, if necessary, will be completed in accordance with current Caltrans Bridge Design Specifications, Seismic Design Criteria, Bridge Design Aids, and Memos to Designers. A full set of detailed repair plans will be prepared, including, as necessary; Title sheet, General Plan sheets (2 anticipated), Details sheets (3 anticipated), and Traffic Control & Detour sheets as required.

4.1.2 Contract Item List and Draft Specifications

MGE will develop a contract item list and prepare draft technical specifications required for construction of the project using the Caltrans 2015 Standard Special Provisions (SSP's).

4.1.3 Construction Quantities, Cost Estimate, and Working-Day Schedule

MGE will calculate construction quantities in accordance with standard Caltrans practice and specifications, and prepare a construction cost estimate for the project. The construction cost estimate will be prepared using local unit costs furnished by the City or included in the latest Caltrans Cost Data. This task will also include development of a construction working-day schedule.

4.1.4 Quality Control/Constructability Review

MGE will perform a quality control and constructability review of the draft 65% PS&E. Deficiencies noted during the review will be transmitted to the responsible engineers for resolution and correction.

4.1.5 65% PS&E Submittal

MGE will submit the 65% plans, draft specifications, construction cost estimate, and working day schedule to the City for review and comment. At the time of submittal, MGE will work with the City to set a review meeting date.

Task 4.1.5 Deliverable(s):

- *1 set 11x17 plans*
- *1 set full size (22x34) plans*
- *1 set of specifications*
- *3 copies Engineer's Estimates*
- *Working-Day Schedule*

4.1.6 Review Meeting

MGE's project manager will attend a meeting to discuss review comments from City staff. MGE will prepare minutes of the review meeting including a narrative regarding any comments which have been identified by the City as requiring additional explanation beyond that provided at the meeting. Upon the request of the City, MGE will incorporate into the subsequent design such reasonable changes as the City deems appropriate as a result of City's review processes and impact of the budget or engineer's estimate.

Task 4.1.6 Deliverable(s):

- *Meeting Minutes*

Task 4.2 Permits

The environmental permit applications are prepared after CEQA and NEPA are approved. Sycamore will prepare the applications for a section 404 permit from the U.S. Army Corps of Engineers, a section 401 water quality certification from the Regional Water Quality Control Board (RWQCB), and a 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW).

Conceptual mitigation included in the NES, BA, and CEQA Environmental Document will support the permit applications. Sycamore Environmental will coordinate as necessary with the agencies to obtain the permits on the City's behalf. The City will provide application fees.

Deliverable(s): 404, 401 and 1602 permit applications

Task 4.3 95% PS&E (Plans, Specifications, and Estimates)

MGE will prepare a complete PS&E package for review by the City. This submittal will include revisions based on comments from the City. Completion of the 95% PS&E submittal package will include completion of the following subtasks:

EXHIBIT A

4.3.1 Review and Respond to City Review Comments

MGE will review and respond to all City review comments with regard to the 65% submittal. All comments will be resolved through discussions with the City prior to preparing the 95% PS&E submittal package.

4.3.2 Design and Details

MGE will prepare complete bridge design details and any associated calculations considering the City's 65% PS&E review comments.

4.3.3 Independent Design Check (IDC)

As part of the preparation of the repair plans for the 95% PS&E, an experienced bridge design engineer from MGE not otherwise involved in the design of the project will complete an IDC of the bridge design and plans in accordance with Caltrans standard practice.

4.3.4 Draft Specifications

MGE will finalize the contract item list and update the draft edited technical special provisions for the project using the Caltrans 2015 Standard Special Provisions (SSPs) for City inclusion into the boilerplate specifications.

4.3.5 Construction Quantities, Cost Estimate, and Working-Day Schedule

MGE will update the working-day schedule and quantities; and prepare a check set of quantity calculations in accordance with standard Caltrans practice. Any quantity discrepancies will be resolved prior to finalizing the quantities for use in the preparation of the 95% construction cost estimate for the project.

4.3.6 Quality Control/Constructability Review

In addition to a thorough review by the project manager, one of MGE's senior construction managers will perform a quality control and constructability review of the complete plans, specifications, construction cost estimate and working day schedule. Results of this review will be transmitted to the responsible engineers involved for resolution and corrections prior to submittal to the City of the 95% PS&E package.

4.3.7 95% PS&E Submittal

MGE will compile and deliver the 95% PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the City for review and comment. The IDC Report and quantity calculations will also be submitted for City review. At the time of the submittal, MGE will work with the City to set the date for a review meeting with the City and other agencies as appropriate.

Task 4.3.7 Deliverable(s):

- *1 set 11x17 plans*
- *1 set full size (22x34) plans*
- *1 set of specifications*
- *3 copies Engineer's Estimates*
- *Working-Day Schedule*

Task 4.4 100% (Final) PS&E

MGE will prepare a 100% (Final) PS&E package addressing all City comments from the 95% submittal review. The following subtasks will be completed as part of the process to prepare the 100% (Final) PS&E package for submittal:

4.4.1 Teleconference Review Meeting

Via a teleconference call, MGE will discuss any final review comments with the City Project Manager and others as appropriate regarding the 95% submittal. MGE will prepare minutes of the review meeting including a narrative regarding any comments requiring additional explanation beyond that provided at the meeting. All comments will be resolved with the City prior to preparing the 100% (Final) PS&E for advertisement.

4.4.2 100% (Final) PS&E Preparation

EXHIBIT A

MGE will prepare the 100% (Final) PS&E incorporating needed edits/changes resulting from the 95% submittal review by the City. Plans, specifications and estimate will be stamped and signed by the responsible professional engineers.

4.4.3 100% (Final) PS&E Submittal

MGE will compile and deliver the 100% (Final) PS&E submittal package including complete plans, specifications, and construction cost estimate for the project to the City for acceptance.

Task 4.4.3 Deliverable(s):

- *Review Meeting minutes*
- *5 sets 11x17 plans*
- *1 set full size (22x34) plans*
- *2 sets of stamped contract specifications*
- *2 copies Engineer's Estimates*
- *Design and design check calculations*
- *Quantity and quantity check calculations*
- *1 set 22x34 wet signed plans on Mylar (or City approved equivalent)*
- *1 set unbound stamped contract specifications*
- *Working-day Schedule*
- *AutoCAD (2010) electronic files – plan sheets*
- *MSWord (2010) electronic files – specifications*
- *MS Excel (2010) and/or .pdf files – calculations, cost estimates, working-day schedule*

Task 5 - Design Support During Bidding and Construction

Task 5.1 Bidding Assistance

MGE will be available to provide the following assistance to the City during the bidding period:

- Interpret the plans and specifications, and prepare addenda if needed, and will provide general consultation to the City to obtain bids
- Provide analysis and recommendations concerning contract award when bids are opened
- Attend a pre-bid meeting

Task 5.2 Construction Design Assistance

At the City's request, MGE will provide construction assistance to the City, including:

- Providing written responses to Contractor's Requests for Information (RFI's)
- Reviews of shop drawings, and other submittal reviews
- Field inspections as requested (assume 2)
- Prepare As-Built Plans

Task 5 Deliverables:

- *Meeting Notes*
- *Submittal Reviews and Response to RFI's*
- *As-built Drawings*

EXHIBIT B

Cost Proposal

Bridge Preventative Maintenance Project No. 1603, BPMP-5008 (157)

Date: 2/15/17

MGE Engineering, Inc.

DIRECT LABOR

Classification	Name	Hours	Average Hourly Rate (\$)	Total
Project Manager	Robert Sennett, S.E.	195	@ \$80.00	\$15,600
Senior Engineer	Joe Siemers, P.E.	38	@ \$60.00	\$2,280
Supervising Civil Engineer	Steve Hawkins, P.E.	50	@ \$63.00	\$3,150
Senior Bridge Engineer	Sean Fu, P.E.	52	@ \$62.00	\$3,224
Associate Bridge Engineer	Wesley Sennett, P.E.	479	@ \$47.00	\$22,513
CADD Technician	John Helm	368	@ \$35.00	\$12,880
Administrative Assistant	Staff	26	@ \$29.00	\$754
		Total Hours	1,208	
Subtotal Direct Labor Costs				\$60,401
Anticipated Salary Increases				\$0
TOTAL Direct labor Costs				\$60,401

Fringe Benefits

Rate %	Total
45.00%	\$27,180
Total Fringe Benefits	\$27,180

Indirect Costs

Overhead	120.10%	\$72,542
Total Indirect Costs		\$72,542

FEE (Profit)	(use 10%)	\$16,012
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SUBCONSULTANTS

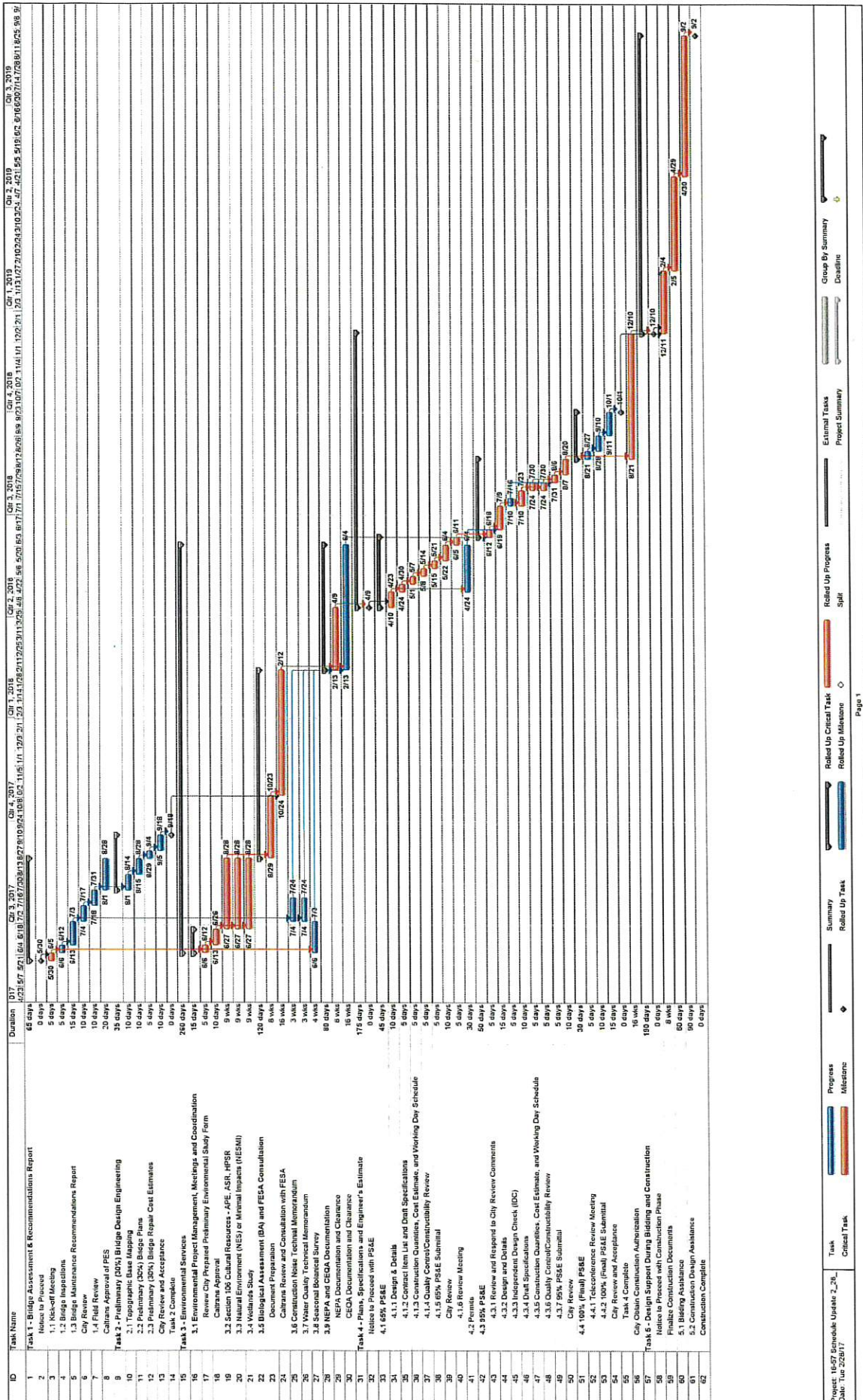
Sycamore Environmental	\$102,074
O'Dell Engineering Inc.	\$25,573
	\$127,648

OTHER COSTS

Mileage	\$300
Reproduction	\$500
Delivery	\$100

Total Other Costs	\$900
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TOTAL COST	\$304,683
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Insurance Requirements for Professional Services
(Bridge Rehabilitation for Six Bridges PW1603)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Other Insurance Provisions

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

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in

EXHIBIT D

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used**). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

Primary Coverage

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

Notice of Cancellation

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

Waiver of Subrogation

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

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

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

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

Certificate Holder Address

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

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

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

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

Maintenance of Insurance

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

Subcontractors

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

Special Risks or Circumstances

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

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-C
Consultant Contract Reviewers Checklist

EXHIBIT 10-C CONSULTANT CONTRACT REVIEWERS CHECKLIST

Date: 03/08/2017

Agency Name: City of Stockton

Federal or State Project Number: BPMP-5008(157)

Local Agency Contract Number: PW 1603

Project Location: Six Locations Throughout the City of Stockton

Consultant Name: MGE Engineering Inc

Contract Begin and End Dates: May 2017 to September 2024

Contract Max Dollar Amount: \$ 304,683

I. SELECTION PROCEDURES ITEMS NEEDED FOR REVIEW

			<u>Project File Location</u> <u>Tab No.</u>
A. Description of need for consultant	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat. 111
B. Request For Proposal (RFP), or Request For Qualification (RFQ) documents	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 220
C. Records of Publication for RFP or RFQ	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 220
D. DBE Utilization Goal Setting (Exhibit 10-I)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 220
E. Records of Response to Solicitation	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 220
F. Independent cost estimates - documented	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 112
G. Conflict of Interest and Confidentiality statement of panel members (Exhibit 10-T)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 266
H. Evaluation criteria and Weights (Exhibit 10-B)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 220
I. Documentation of consultant selection (retain all original score sheets and final rankings)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 220
J. Plan to monitor work (Designated Contract Administrator)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 111
K. Audit and Review documents (Exhibit 10-K for contracts over \$150,000, and Exhibit 10-A for contracts over \$1M, or past audits)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	Cat 266

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-C
Consultant Contract Reviewers Checklist**II. CONSULTANT CONTRACT APPROVAL CHECKLIST** (See Exhibit 10-R *A&E Sample Contract Language*)

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

Consultant Contract
Page No.**A. Introduction** (See Exhibit 10-R, Article I)

1. Date of Contract
2. Names, Address and Identifying Data of Agreeing Parties
3. Location and Description of Project
4. Name of Local Agency Contract Administrator
5. Name of Consultant Project Manager

☒ YES ☐ NO pgs 1-9**B. Contract****1. Statement of Work** (See Exhibit 10-R, Article II)

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

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

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

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-C
Consultant Contract Reviewers Checklist

4. Miscellaneous Provisions (See Exhibit 10-R)

☒ YES ☐ NO Exhibit E

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

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

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

☐ YES ☐ NO N/A

D. Record of cost/profit negotiations

☒ YES ☐ NO Cat 220

E. DBE Commitment (Exhibit 10-O1 and 10-O2), or GFE

☒ YES ☐ NO Cat 266

F. Signatures

☒ YES ☐ NO

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

☒ YES ☐ NO Cat 266

 Local Agency Contract Administrator

Emilio Morales

03/08/2017

Date

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: Far Western Anthropological Research Group

Indirect Cost Rate: 121.95% * for fiscal period 2016-2017

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

Local Government: City of Stockton

Contract Number: City Number PW 1603

Project Number: BPMP-5008(157)

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 \$ 2.4 million and the number of states in which the firm does business is 2.

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \$17,603.55

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: Kelly McGuire

Title: CFO

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 3/17/2017

Consultant Contact Information:

Email: kelly@farwestern.com

Phone number: 530-756-3941

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

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

Certification of Final Indirect Costs:Consultant Firm Name: MGE Engineering, Inc.Indirect Cost Rate: 170% * for fiscal period 1/1/2015 - 12/31/2015 (mm/dd/yyyy to mm/dd/yyyy)

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

Local Government: City of StocktonContract Number: _____ Project Number: 1603

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 \$ 10 million and the number of states in which the firm does business is one (CA).

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$127,648

Prime Consultants (if applicable)

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$304,683

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

Sycamore Environmental Consultants	\$102,074
O'Dell Engineering Inc.	\$25,573
	\$
	\$
	\$

Consultant Certifying (Print Name and Title):

Name: Robert Sennett

Title: Vice President

Consultant Certification Signature **:

Date of Certification (mm/dd/yyyy): March 9, 2017

Consultant Contact Information:

Email: rsennett@mgeeng.com

Phone number: (916) 421-1000

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: Sycamore Environmental Consultants, Inc.

Indirect Cost Rate: 189.04% * for fiscal period 01/01/2015-12/31/15 (mm/dd/yyyy to mm/dd/yyyy)

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

Local Government: City of Stockton

Contract Number: City Number PW 1603 Project Number: BPMP-5008(157)

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 \$ 1,745,377 and the number of states in which the firm does business is 1.

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 17,603.55

Prime Consultants (if applicable)

Proposed **Total Contract Amount** (or amount not to exceed if on-call contract): \$ 102,074.18

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

Far Western	\$ 17,603.55
	\$
	\$
	\$
	\$

Consultant Certifying (Print Name and Title):

Name: Jeffery Little

Title: Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 3/13/2017

Consultant Contact Information:

Email: Jeffery.Little@SycamoreEnv.com

Phone number: 916/ 427-0703

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

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

Certification of Final Indirect Costs:Consultant Firm Name: O'Dell EngineeringIndirect Cost Rate: 134.46 * for fiscal period 01/01/2014 to 12/31/2014 (mm/dd/yyyy to mm/dd/yyyy)

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

Local Government: City of Stockton

Contract Number: _____

Project Number: CITY Project No. PW1503; Federal Project No. BPMP-5008 (157)

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 \$ 8.2 Million and the number of states in which the firm does business is 1.

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ 25,573.38

Prime Consultants (if applicable)

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

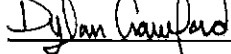
Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

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

Consultant Certifying (Print Name and Title):

Name: Dylan Crawford

Title: Executive Vice President

Consultant Certification Signature **: 

Date of Certification (mm/dd/yyyy): 03/14/2017

Consultant Contact Information:

Email: dcrawford@odellengineering.com

Phone number: (209) 497-4065

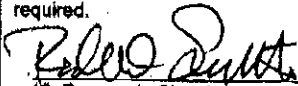
****An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction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

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

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Stockton 2. Contract DBE Goal: 6%
 3. Project Description: Bridge Preventive Maintenance Project, Project Number 1603
 4. Project Location: Six locations throughout the City
 5. Consultant's Name: MGE Engineering, Inc. 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Prime Consultant - Project Management, Civil and Structural Engineering Design	08142	MGE Engineering, Inc. 7415 Greenhaven Drive, Suite 100 Sacramento, CA 95831 (916) 421-1000	58
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	58%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ 13. Date <u>3-9-17</u> Robert Sennett, SE 14. Preparer's Name _____ 15. Phone <u>916-421-1000</u> Vice President 16. Preparer's Title _____	

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-8410 or TDD (916) 854-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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


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

LOCAL AGENCY SECTION

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Stockton 2. Contract DBE Goal: 6%
 3. Project Description: Bridge Preventive Maintenance Project, Project Number 1603
 4. Project Location: Six locations throughout the City
 5. Consultant's Name: MGE Engineering, Inc. 6. Prime Certified DBE: ☒ 7. Total Contract Award Amount: \$304,683
 8. Total Dollar Amount for ALL Subconsultants: \$127,648 9. Total Number of ALL Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Prime Consultant - Project Management, Civil and Structural Engineering Design	08142	MGE Engineering, Inc. 7415 Greenhaven Drive, Suite 100 Sacramento, CA 95831 (916) 421-1000	\$177,035
Local Agency to Complete this Section		14. TOTAL CLAIMED DBE PARTICIPATION	\$177,035
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			58%
23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>3-9-17</u> 17. Preparer's Name <u>Robert Sennett, SE</u> 18. Phone <u>916-421-1000</u> 19. Preparer's Title <u>Vice President</u>	

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-8410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95814.

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

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

LOCAL AGENCY SECTION

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

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-Q
Disclosure of Lobbying Activities

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <u>N/A</u> <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <u>N/A</u> <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <u>N/A</u> <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee <u>N/A</u> Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>N/A</u> Congressional District, if known _____	
6. Federal Department/Agency: <u>N/A</u>	7. Federal Program Name/Description: <u>N/A</u> CFDA Number, if applicable _____	
8. Federal Action Number, if known: <u>N/A</u>	9. Award Amount, if known: <u>N/A</u>	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) <u>N/A</u> (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services including address if different from No. 10a <u>N/A</u> (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ <u>0</u> <input checked="" type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <u>N/A</u> <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <u>N/A</u> Value _____		
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: <u>N/A</u>		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (attach Continuation Sheet(s) if necessary)		
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.		
Signature: <u>Robert Sennett</u> Print Name: <u>Robert Sennett</u> Title: <u>Vice President</u> Telephone No.: <u>916-421-1000</u> Date: <u>3/9/2017</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-22-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: PW 1603; BPMP-5008(157)

PROJECT NAME:

Bridge Rehabilitation Project

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

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

49CFR 18.36(b)(3)

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

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

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

Panel Member Conflict of Interest & Confidentiality Statement

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

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

List firms including subconsultants/subcontractors:

1.
MGE Engineering, Inc.

2.
Sycamore Environmental Consultants, Inc.

3.
Far Western

4.
O'Dell Engineering, Inc

etc.

Date: 11/17/2016

Signed: Ahbid Muhammad

Name: Ahbid Muhammad

Title: Assistant Engineer

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

Employer: City of Stockton

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
Panel Member Conflict of Interest & Confidentiality StatementCONTRACT ADMINISTRATOR'S REVIEW

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

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

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

Date: 11/17/2017

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: PW 1903; BPMP-5008(157)

PROJECT NAME:

Bridge Rehabilitation Project

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

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

49CFR 18.36(b)(3)

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

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

Panel Member Conflict of Interest & Confidentiality Statement

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

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List firms including subconsultants/subcontractors:

1.
ADKO Engineering

2.
Gallaway Enterprises

3.
WRECO

4.
Judeth Beuthe Communications

etc.
KSN Inc

Date: 11/17/2016

Signed: Abd Mohamad

Name: Abd Mohamad

Title: Assistant Engineer

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

Employer: City of Stockton

CONTRACT ADMINISTRATOR'S REVIEW

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

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

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

Date: 11/17/2017

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: PW 1803; BPMP-5008(157)**PROJECT NAME:**Bridge Rehabilitation Project

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

- ☒ I am an employee of the local agency that is responsible for this procurement.
- ☐ I am an employee of a consultant under contract to the local agency that is responsible for this procurement but I am not in a management position with the local agency.
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- ☒ I certify that I have no current contractual relationship with any of the firms (including subconsultants) that are the subject of this evaluation.
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- ☒ I certify that I have read 49 CFR 18.36(b)(3) below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Note: Caltrans is the Grantee and the local agency is the sub-grantee.

49CFR 18.36(b)(3)

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Mark Thomas & Company

2.
Avila & Associates

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MC Labs

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LSA

etc.

Date: 11/17/2016

Signed: Ahbid Mohammad

Name: Ahbid Mohammad

Title: Assistant Engineer

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

Employer: City of Stockton

CONTRACT ADMINISTRATOR'S REVIEW

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Date: 11/17/2017

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: PW 1603; BPMP-8006(157)**PROJECT NAME:**Bridge Rehabilitation Project

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

- ☒ I am an employee of the local agency that is responsible for this procurement.
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PARIKH

3.
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4.
GPA Consulting

etc,
BKF

Date: _____

Signed: Ahbid Mohammad

Name: Ahbid Mohammad

Title: Assistant Engineer

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

Employer: City of Stockton

CONTRACT ADMINISTRATOR'S REVIEW

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Date: 11/17/2017

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: PW 1503; BFMF-5008(157)**PROJECT NAME:**Bridge Rehabilitation Project**APPLICABILITY:** Applicable to local agency consultant procurements which will contain Federal or State funds in the consultant contract.

- ☒ I am an employee of the local agency that is responsible for this procurement.
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EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
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List firms including subconsultants/subcontractors:

1.
MGE Engineering, Inc.

2.
Sycamore Environmental Consultants, Inc.

3.
Far Western

4.
O'Dell Engineering, Inc

etc.

Date: 11/17/2016

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

CONTRACT ADMINISTRATOR'S REVIEW

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

Date: 11/17/2016

Signed: 

Name: James Wong

Title: Senior Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: PW 1803; BPMP-5008(157)**PROJECT NAME:**Bridge Rehabilitation Project

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

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EXHIBIT E

Local Assistance Procedures Manual

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MC Labs

4.
LSA

etc:

Date: 11/17/2016

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
Panel Member Conflict of Interest & Confidentiality StatementCONTRACT ADMINISTRATOR'S REVIEW

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

Date: 11/17/2016Signed: Name: James WongTitle: Senior EngineerDept./Local Agency: Public Works/City of StocktonEmployer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
Panel Member Conflict of Interest & Confidentiality Statement

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

RFP/RFQ PROCUREMENT NUMBERS: PW 1603; BPMP-6008(157)

PROJECT NAME:

Bridge Rehabilitation Project

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

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etc.
KSN Inc

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Title: Assistant Engineer

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

Employer: City of Stockton

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Name: James Wong

Title: Senior Engineer

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

Employer: City of Stockton

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EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
Panel Member Conflict of Interest & Confidentiality Statement

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

RFP/RFQ PROCUREMENT NUMBERS: PW 1803; BPMP-6008(157)

PROJECT NAME:

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Employer: City of Stockton

Distribution: Original -> Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: FW 1603; BPMP-6008(157)

PROJECT NAME:

Bridge Rehabilitation Project

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

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

49CFR 18.36(b)(3)

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

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

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

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
Panel Member Conflict of Interest & Confidentiality Statement

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

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

List firms including subconsultants/subcontractors:

1.
Biggs Cardosa Associates Inc

2.
PARIKH

3.
Avila & Associates

4.
GPA Consulting

etc,
BKF

Date: 11-17-2016

Signed: 

Name: Omar Al-Hindi

Title: Associate Engineer / Project Manager

Dept./Local Agency: O&M / City of Stockton

Employer: City of Stockton

CONTRACT ADMINISTRATOR'S REVIEW

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

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

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

Date: 11/17/2017

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: PW 1803; BPMP-5008(157)

PROJECT NAME:

Bridge Rehabilitation Project

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

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

49CFR 18.36(b)(3)

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

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

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

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
Panel Member Conflict of Interest & Confidentiality Statement

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

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

List firms including subconsultants/subcontractors:

1.
MGE Engineering, Inc.
 2.
Sycamore Environmental Consultants, Inc.
 3.
Far Western
 4.
O'Dell Engineering, Inc
- etc.

Date: 11-17-2016

Signed: 

Name: Omar Al-Hindi

Title: Associate Engineer / Project Manager

Dept./Local Agency: O&M / City of Stockton

Employer: City of Stockton

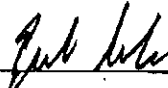
CONTRACT ADMINISTRATOR'S REVIEW

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

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

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

Date: 11/17/2017

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT 10-T PANEL MEMBER CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENTRFP/RFQ PROCUREMENT NUMBERS: PW 1603; BPMP-5008(157)

PROJECT NAME:

Bridge Rehabilitation Project

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

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

49CFR 18.36(b)(3)

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

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

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

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T

Panel Member Conflict of Interest & Confidentiality Statement

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

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

List firms including subconsultants/subcontractors:

1.
Mark Thomas & Company
 2.
Avila & Associates
 3.
MC Labs
 4.
LSA
- etc.

Date: 11-17-2016

Signed: 

Name: Omar Al-Hindi

Title: Associate Engineer / Project Manager

Dept./Local Agency: O&M / City of Stockton

Employer: City of Stockton

CONTRACT ADMINISTRATOR'S REVIEW

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

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

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

Date: 11/17/2017

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
Panel Member Conflict of Interest & Confidentiality Statement

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

RFP/RFQ PROCUREMENT NUMBERS: PW 1803; BPMP-6008(187)

PROJECT NAME:

Bridge Rehabilitation Project

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

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

49CFR 18.36(b)(3)

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

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

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

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-T
Panel Member Conflict of Interest & Confidentiality Statement

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

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

List firms including subconsultants/subcontractors:

1.
ADKO Engineering
2.
Galloway Enterprises
3.
WRECO
4.
Judeth Beuthe Communications
- etc.
KSN Inc

Date: 11-17-2016

Signed: 

Name: Omar Al-Hindi

Title: Associate Engineer / Project Manager

Dept./Local Agency: O&M / City of Stockton

Employer: City of Stockton

CONTRACT ADMINISTRATOR'S REVIEW

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

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

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

Date: 11/17/2017

Signed: 

Name: Emilio Morales

Title: Assistant Engineer

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

Employer: City of Stockton

Distribution: Original - Local Agency Consultant File

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement**EXHIBIT 10-U CONSULTANT IN MANAGEMENT POSITION CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT**

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME: Bridge Preventive Maintenance Project, Project Number 1603

APPLICABILITY: Applicable to local agency consultants in management positions.

- ☒ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.
- ☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement.
- ☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all Federal and State requirements. Also this contract has a specific beginning and ending date.
- ☒ I hereby certify as follows:
1. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
 2. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
 3. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in managing the work; and not approving changes in the schedule, scope, deliverables or invoices.
 4. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.
- ☐ I certify that I have read 23 CFR 172.7(b)(4)(i) below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. Note: Caltrans is the Grantee and the local agency is the sub-grantee.

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement**23 CFR 172.7(b)(4)(i)**

(4) *Conflicts of interest.* (i) A contracting agency shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of engineering and design related services contracts under this part and governing the conduct and roles of consultants in the performance of services under such contracts to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33 and the provisions of this paragraph (b)(4).

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

Date: 3/9/2017Signed: Name: Robert SennettTitle: Vice PresidentDept./Local Agency: N/AEmployer: MGE Engineering, Inc.**REVIEW BY SUPERVISOR OF CONSULTANT IN MANAGEMENT POSITION**

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

- ☐ that the foregoing named local agency consultant who is under contract and in a management position with our local agency, abides by the foregoing terms and conditions;
- ☐ that should the foregoing named local agency consultant, who is under contract and in a management position with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

EXHIBIT E

Local Assistance Procedures Manual

EXHIBIT 10-U
Consultant Management Conflict of Interest Statement**REVIEWED/CONCURRENCE BY DISTRICT LOCAL ASSISTANCE ENGINEER**

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

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

Date: _____

(DLAE) Signed: _____

Name: _____

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

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 1 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

I. PURPOSE

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

II. POLICY

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 2 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 3 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
 2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
 3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

**CITY OF STOCKTON, CALIFORNIA
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

Subject: DISCRIMINATION AND HARASSMENT POLICY	Directive No. HR-15	Page No. 4 of 14
	Effective Date: 5/1/2015	Revised From: 7/27/09 4/6/09 3/1/2010 (see below)

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. **Verbal Harassment:** Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 2. **Physical Harassment:** Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
 3. **Visual Harassment:** The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
 2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

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- i. Retaliation for making harassment reports or threatening to report harassment.

D. Affordable Care Act (ACA) Anti-Retaliation

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

IV. REPORTING AND COMPLAINT PROCEDURES

A. Immediate Action Required

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

- a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
- b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
- c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

V. INVESTIGATION PROCEDURES

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

B. Investigative Guidelines

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

VI. RESPONDING TO THE COMPLAINT

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
 - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
 - 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. **Sustained:** The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

VII. DISCIPLINE

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

VIII. ALTERNATIVE REMEDIES

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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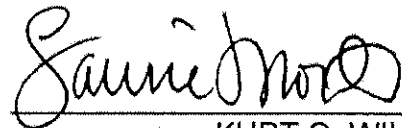
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

IX. COMMUNICATION OF POLICY

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON
CITY MANAGER