REQUEST FOR QUALIFICATIONS (RFQ)

2018-13

for

GENERAL CIVIL ENGINEERING SERVICES

Date Released: April 11, 2018

CITY OF CORNING

794 Third Street
Corning, CA 96021

Qualifications are due prior to 5 P.M., April 30, 2018
All Firms submitting an RFQ MUST submit their contact information (Firm name, email, phone number, & address) at least 4 business days prior to due date with the City by email to: angela@corning.org or phone: Angel (530) 824-7029 so they can be notified of any requests, responses, or changes.

REQUEST FOR QUALIFICATIONS (RFQ)
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The City of Corning is currently seeking to retain a licensed Civil Engineer within a general civil engineering firm to act as the “City Engineer” in a Management Support Role on an as-needed basis for consulting services, hereinafter referred to as the “City Engineer”. The term of the contract will be three (3) years (June 13, 2018 - June 13, 2021). The contract amount may be up to $300,000. The City performs several infrastructure repair and improvement projects every year that are locally funded and may or may not include state or federal funding. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. When federal or state project funding is allocated to the City, the selected Consultant shall perform consultation, professional and technical services as the “City Engineer” including but not limited to oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the City, selecting other consultants for Architectural and Engineering (A&E) projects, design and document review, approving changes to schedule, scope, deliverables or costs, and approving invoices, contract change orders and other related construction activities. Locally funded services will adhere to local policy and procedures and services may include preliminary/final project design, cost estimates and construction activities. Consulting services may also include but are not limited to: general consulting, peer review, civil engineering, plan checking, Capital Improvement Program project design, provide engineering recommendations for emergency situations, computer or manual drafting, surveying and other tasks associated with Public Works infrastructure design, construction, and/or operation as assigned by task order by the City Public Works Director. These services will also provide support for engineering services for various City capital improvement and private development related projects. This solicitation is not for specific projects, but for specific services and may or may not be for all phases of a project.

The DBE Goal for this contract is 2%.

RFQ may be obtained at City Hall – City of Corning, 794 3rd St. Corning, CA 96021, at no cost. The RFQ shall be available on the City’s website at www.corning.org.

Statements must be received no later than 5:00 p.m., local time, on April 30, 2018, at the City of Corning. Address to:

City of Corning
794 Third St.
Corning, CA 96021
Attn: Angel Garman
SCOPE OF SERVICES

I. CONSULTING SERVICES DESCRIPTION

The City of Corning is currently seeking to retain a licensed Civil Engineer within a general civil engineering firm to act as the “City Engineer” in a Management Support Role on an as-needed basis for consulting services, hereinafter referred to as the “City Engineer”. The term of the contract will be three (3) years (June 13, 2018 - June 13, 2021). The contract amount may be up to $300,000. The City performs several infrastructure repair and improvement projects every year that are locally funded and may or may not include state or federal funding. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. When federal or state project funding is allocated to the City, the selected Consultant shall perform consultation, professional and technical services as the “City Engineer” including but not limited to oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the City, selecting other consultants for Architectural and Engineering (A&E) projects, design and document review, approving changes to schedule, scope, deliverables or costs, and approving invoices, contract change orders and other related construction activities. Locally funded services will adhere to local policy and procedures and services may include preliminary/final project design, cost estimates and construction activities. Consulting services may also include but are not limited to: general consulting, peer review, civil engineering, plan checking, Capital Improvement Program project design, provide engineering recommendations for emergency situations, computer or manual drafting, surveying and other tasks associated with Public Works infrastructure design, construction, and/or operation as assigned by task order by the City Public Works Director. These services will also provide support for engineering services for various City capital improvement and private development related projects. This solicitation is not for specific projects, but for specific services and may or may not be for all phases of a project.

Please note that as of January 2, 2018, CalTrans Audits and Investigations (A&I) has a new financial review process per 23 CFR Part 172 for all contracts greater than or equal to $150,000. All Consultants (prime and subs) are to submit financial documents per Exhibit 10-A Checklist attached which support a Federal Acquisition Regulation (FAR) compliant indirect cost rate (ICR), if Consultant is not requesting the use of a SHR. When A&I receives a financial packet from a Consultant, A&I will perform a review of the supporting documentations to determine if the ICR proposed on the contract is FAR compliant and as a result, A&I may either accept or adjust the Consultant’s ICR. The Department of Transportation has provided a helpful training module on the new document requirements on their website located at http://dot.ca.gov/audits/.

This Request for Qualifications (RFQ) describes the Scope of Services, the necessary components of the Statement of Qualifications, the Consultant selection process, and a sample copy of the Standard Professional Services Agreement. This RFQ also describes the required format of the Statement of Qualifications.

II. BACKGROUND

The City of Corning has identified a need to utilize a third party Consultant to act as the “City Engineer” for general City engineering services. The existing “City Engineer” is retiring after more than fifty (50) years providing engineering services on a Consultant basis to the City.
The City of Corning Public Works Department is responsible for engineering, waste water treatment, airport, parks, streets, water, sewer collection, City building maintenance, and drainage. While most work is anticipated and planned, City staff may require immediate services in emergency situations. This being said, the City currently has several Consultants it utilizes to do specialty design work for the waste water treatment plant, airport, and water system and may or may not, utilize the ‘City Engineer’ for work in these areas.

III. PROCUREMENT SCHEDULE

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise RFQ</td>
<td>April 11, 2018</td>
</tr>
<tr>
<td>Statement of Qualifications Submittal Date</td>
<td>April 30, 2018</td>
</tr>
<tr>
<td>Shortlist for interviews</td>
<td>May 4, 2018</td>
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<tr>
<td>Conduct Consultant interviews</td>
<td>May 14, 2018</td>
</tr>
<tr>
<td>Select Consultant</td>
<td>May 21, 2018</td>
</tr>
<tr>
<td>Negotiate Contract</td>
<td>May 28-June 6, 2018</td>
</tr>
<tr>
<td>City Council Approval of Contract</td>
<td>June 12, 2018</td>
</tr>
<tr>
<td>Start of Contract</td>
<td>June 13, 2018</td>
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When federal or state project funding is allocated to the City, the selected Consultant shall perform consultation, professional and technical services as the “City Engineer” including but not limited to oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the City, selecting other consultants for Architectural and Engineering (A&E) projects, design and document review, approving changes to schedule, scope, deliverables or costs, and approving invoices, contract change orders and other related construction activities. Locally funded services will adhere to local policy and procedures and services may include preliminary/final project design, cost estimates and construction activities. Consulting services may also include but are not limited to: general consulting, peer review, civil engineering, plan checking, Capital Improvement Program project design, provide engineering recommendations for emergency situations, computer or manual drafting, surveying and other tasks associated with Public Works infrastructure design, construction, and/or operation as assigned by task order by the City Public Works Director. These services will also provide support for engineering services for various City capital improvement and private development related projects. This solicitation is not for specific projects, but for specific services and may or may not be for all phases of a project.

The “City Engineer” shall provide general engineering analysis; design and peer review services. The Scope of Work is as follows and may include, but is not limited to the following:

1. Roadway and peer review of designs for new local streets and roads, road widening for safety and capacity, intersection improvements such as turn pockets, median-island, and curb ramp for Americans with Disability Act (ADA) compliance.
2. Design of roadway maintenance projects including crack sealing, base repairs, curb and gutter replacement, slurry/micro seals, overlay, and reconstruction.
3. Design of frontage improvements i.e. curb and sidewalk for paving projects and ADA compliance.
4. Water infrastructure analysis and peer review for water lines, turn outs, storage facilities and design of new water pipe lines.
5. Design of water maintenance projects including; water line replacement, pump station and well rehabilitation, valve replacement and storage tank coatings, and cathodic protection.
6. Sewer infrastructure analysis and peer review for sewer lines, pump stations and design of new sewer lines.

7. Design of sewer maintenance projects including; sewer and manhole replacement and rehabilitation, pump station rehabilitation, siphon replacement, etc.

8. Storm water infrastructure design, analysis and peer review including storm water treatment and flow control improvements for Clean Water Program compliance, area wide drainage improvements, such as open channels, concrete box culverts, large diameter storm drain pipes, manholes, and collector pipes, ditches and inlets, storm water detention basin construction and modifications.

9. Design of storm water maintenance projects including; storm drain pipes, manholes and collector pipes, area inlets and trash capture devices, retention/detention basins cleaning and modifications, channel cleaning, restoration, etc.

10. Structural design, analysis and peer review for retaining walls, sound walls, and minor modifications to existing public buildings/structures.

11. Assistance in regulatory compliance and permitting including Fish and Game, Army Corp. of Engineers, California State Water Board.

12. Knowledge and experience with Caltrans Local Assistance Procedures Manual and Guidelines is desirable.

13. Knowledge and experience with local bridge and culvert inspection and use of Pontis Elemental Bridge Inspection procedures is desirable, but not required.

14. Knowledge and experience in Federal and State Loan/Grant Programs including United States Department of Agriculture Rural Development and Community Development Block Grant programs.

15. Knowledge and experience in preparing feasibility reports for engineering projects, including scope of work, cost estimates, etc.

16. Knowledge and experience in loan/grant applications, including providing assistance to a grant Consultant in developing a scope of work and cost estimates.

17. Attendance at City meetings (including City Council, Planning, Staff, Committee, etc.) on request.

18. Knowledge and experience in working with other communities, whether as a Consultant city engineer, or on specific engineering projects.

19. Demonstrate membership in relative professional organizations.

IV. STATEMENT REQUIREMENT

1. General
   A. The Statement shall be concise, well organized and demonstrate an understanding of the Scope of Services. The Proposal shall be limited to twenty (20) double-sided pages (8 1/2 inches X 11 inches), for a total of no more than forty (40) pages, inclusive of resumes, graphics, pictures, photographs, dividers, front and back covers, cover letter, etc. Type size and margins for text pages should be in accordance with accepted standard formats for desktop publishing and processing and should result in no more than five hundred (500) words per page.

   B. The Statement will be evaluated based on the information submitted in accordance with Section IX of this RFQ package.

2. Content
   Elements of statements submitted in response to this RFQ shall be in the following order and shall include:
A. **Executive Summary**
   Include a 1-2 page overview of the entire Statement of Qualifications describing its most important elements.

B. **Identification of the Project Team**
   a. Legal name and address of company
   b. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member.
   c. Address(es) of office(s) associated with “City Engineer”
   d. Name, title, address and telephone number of the person to contact concerning the submittal

C. **Experience and Technical Competence**
   Consultant shall describe his or her experience in completing similar consulting efforts, the qualifications of key personnel and their respective staff resumes, an organizational chart, and at least five references. Consultant shall list at least five (5) successful examples of work of a similar nature completed in the last ten years. Name of clients and project managers, telephone numbers, the type of work performed, and the value of the consulting contracts shall be included. Projects currently being performed may be submitted for City's review. A representation from Consultant that he or she is licensed by the State of California to perform the required work.

   Consultant shall describe its capability of developing innovative or advanced techniques to further the City.

D. **Methods Proposed to Accomplish the Work**
   Outline the basic technical procedures and the managerial approach, which the project team leadership will adopt to incorporate these methods into the overall project effort. Provide assurance that adequate staffing is available to provide the services efficiently and in a timely fashion. The City requires one civil engineer to act as the “City Engineer” with adequate back-up civil engineer(s) on staff to represent the City in the event the “City Engineer” is unavailable.

E. **Knowledge and Understanding of the Industry**
   Describe the project team's experience working in the industry. The industry may be defined as the City's, other similar local agencies', and the State's policies, practices, design criteria and standards that will be drawn upon to accomplish the project. The Consultant shall describe the involvement it has established for maintaining communication with clients' representatives. Consultant shall also describe its knowledge and experience working in the local area and familiarity with local governmental regulatory agencies.

F. **Organization and Key Personnel**
   a. The written qualification statement must include a discussion of Consultant's staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of the individual who will be in overall charge and responsible for coordination with the City. Indicate the role and responsibility of prime Consultant, “City Engineer”, and all sub-Consultants. If applicable, indicate how local firms are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting. The City's evaluation of the proposal will consider Consultant's entire team. Once proposed, no changes in the
team composition will be allowed without prior written approval of the City. Sub-
Consultant letters of commitment may be required.

b. Identify proposed sub-Consultants (if any) that will be retained to perform
specified items of work listed in the "Scope of Services."

c. Consultants shall describe its cost control techniques to ensure work is
completed on time and within budget.

G. Schedule of Fees
   a. The "schedule of fees" will be negotiated with the selected firms. In the event that
   a fee for the required services cannot be negotiated with the selected top ranked
   firm, the City reserves the right to discontinue negotiations and begin negotiations
   with another firm.

   b. The "schedule of fees" will be requested from the firm selected for negotiations.
   The schedule must list each personnel classification that will work on the project and
   the hourly rate charged for each classification by each fiscal year.

H. Exceptions to this Request for Qualifications
   The Consultant shall certify that it takes no exception(s) to this RFQ including, but
   not limited to, the sample City's Standard Professional Services Contract, Attachment
   "A".

   The RFQ shall include a statement the Consultant has read the City's Standard
   Professional Services Agreement and will enter into such agreement if the Consultant is
   selected.

V. METHOD OF PAYMENT
   For the as-needed services to be rendered, City shall pay Consultant on a time-and
   materials basis.

   1. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in
   CONSULTANTs Cost Proposal Exhibit "1". The specified hourly rates shall include direct
   salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the
   performance period set forth in this Contract.

   2. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other
   than salary costs that are in the cost proposal and identified in the cost proposal and in the
   executed Task Order.

   3. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

   4. After a project to be performed under this contract is identified by CITY, CITY will
   prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope
   of services, expected results, project deliverables, period of performance, project schedule
   and will designate a CITY Project Coordinator. The draft Task Order will be delivered to
   CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10)
   calendar days along with a Cost Estimate, including a written estimate of the number of
   hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead,
   fee if any, and total dollar amount. After agreement has been reached on the negotiable
   items and total cost; the finalized Task Order shall be signed by both CITY and
   CONSULTANT.
5. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT’s Cost Proposal.

6. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

7. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

8. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

9. CONSULTANT shall not commence performance of work or services until this contract has been approved by CITY, and notification to proceed has been issued by CITY’S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

10. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by CITY.

11. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY’S Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Invoices shall be mailed to CITY’s Contract Administrator at the following address: City of Corning, Attn: Public Works, 794 Third St., Corning, CA 96021

12. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

13. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

14. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

15. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

16. The total amount payable by CITY for all Task Orders resulting from this contract shall not exceed $300,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

VI. SUBMITTAL REQUIREMENTS
1. Four hard copies of the Statement of Qualifications (Statement) shall be submitted. Statements submitted by facsimile are not acceptable and will not be considered.
2. Statements shall be signed by an individual or individuals authorized to execute legal
documents on behalf of the Consultant and shall contain a declaration to the effect that the
proposed project team will remain in effect for a minimum of 60 days after the submittal date.

3. Statements must be received no later than 5:00 p.m., local time, on April 16, 2018, to the
City of Corning. Address to:
   City of Corning
   Attn: Angel Garman
   794 Third St.
   Corning, CA 96021

4. Statements are to be submitted in sealed packages with the following information clearly
marked on the outside of each package:
   A. Name of Consultant
   B. Project Title

5. Statements and/or modifications to Statements received after the hour and date specified
above will not be considered.

6. All proposals shall be submitted according to the specifications set forth in the RFQ. Failure
to adhere to these specifications may be cause for rejection.

7. Once submitted, proposals, including the composition of the consulting staff, shall not be
changed without prior written consent.

8. All requests for clarification for this RFQ must be made in writing. The City will only
respond to written questions from Consultants who have received this RFQ. The City cannot
respond to verbal questions submitted by telephone or in person.

VII. PRE-SUBMITTAL ACTIVITIES
1. All questions relating to the RFQ shall be presented in writing at least 4 business days
prior to the due date to:
   City of Corning
   Attn: Angel Garman
   angela@corninq.org
   Subject: Engineering Services RFQ Question

2. All questions submitted along with the response will be posted on the City Website at
www.corninq.org. It is the responsibility of any Engineer submitting RFQ to verify posted
information.

3. The City reserves the right to revise the RFP prior to the indicated due date. City may
consider extending the due date for RFP due to significant revisions to "Scope of Services."
Any revisions and extensions will be posted on the City Website at www.corninq.org.

VIII. CONSULTANT NOMINATING AND SELECTION PROCESS
1. A Consultant Selection Committee will be established for this project. Each member of
the committee will evaluate each submitted Statement.

2. The Committee will select a short-list of firms qualified for this project to participate in an
oral interview.

3. Based on qualifications provided in Statements and oral interviews, the committee will
rank the Consultants. The top-ranked firm will be the Selected Firm.
4. The City reserves the right to make the final Consultant selection based solely upon evaluation of the Statement of Qualifications, without short-listing firms or conducting oral interviews, should it find it to be in its interest to do so.

5. The Committee, or a representative, will enter into negotiations with the selected firm. The negotiations will cover: "Scope of Work," contract schedule, contract terms and conditions, technical specifications, and fees. If the Committee is unable to reach an acceptable agreement with the Selected Firm, the negotiations will be terminated and negotiations with another firm will be initiated.

6. After negotiating a proposed agreement that is fair and reasonable, the Public Works Director will recommend to the City Manager/City Council, as appropriate, the approval of the agreement. Final authority to approve the agreement rests with the City Council.

Exhibit 10-A and Exhibit 10-H are attached for applicant review. Documents will be requested only from those applicants chosen for negotiations.

IX. EVALUATION CRITERIA

Consultants will be evaluated on the following criteria:

1. Project Understanding (25 points):
   A. Comprehension of the Scope of Services
   B. Awareness of the City's need
   C. Familiarity with the project
   D. Overall interest in the project
   E. Familiarity with State and Federal funding regulations

2. Project Team and Staffing Qualifications (15 points):
   A. A combination of experience, education, and background in undertaking similar type projects
   B. Level of involvement by firm's principals

3. Experience (20 points):
   A. Relevant technical experience
   B. Relevant projects completed
   C. City's prior experience with the Consultant

4. Capabilities (10 points):
   A. Capability of developing innovative or advanced techniques
   B. Past performance on related assignments
   C. Stature in industry

5. Local Sensitivity (10 points):
   A. Governmental and regulatory agency familiarity
   B. Knowledge of the local area

6. Financial Responsibility, Budgeting, and Scheduling (20 points):
   A. Cost control techniques
   B. On time/within budget
   C. Ability to complete the project on time

   **Total: 100 points**

X. SPECIAL CONDITIONS
1. **Reservations**
   This RFQ does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFQ, or to procure or contract for work.

2. **RFQ as a Public Record**
   All statements submitted in response to this RFQ become the property of the City and thus become public records and, as such, may be subject to public review.

3. **Right to Cancel**
   The City reserves the right to cancel or change, for any or no reason, in part or in its entirety, this RFQ, including but not limited to: selection schedule, submittal date, and submittal requirements.

4. **Additional Information**
   The City reserves the right to request additional information and/or clarification from any or all respondents to this RFQ.

5. **Public Information**
   Consultants who wish to release information regarding the Consultant selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.

6. **Contract for Professional Services**
   The selected Consultants will be required to sign the Standard Professional Services Contract, Exhibit "A," and all other required certifications and documentation within fifteen (15) calendar days of Scope of Work and fee finalization.

7. **Conflict of Interest**
   The City has established a policy concerning potential conflict of interest in program management, design and construction. This policy applies to all proposers and their proposed Consultants/sub-Consultants. See Exhibit "A," Standard Professional Services Contract, for additional information.

8. **Business License and Insurance Requirements**
   The City requires Consultants doing business with it to obtain a City Business License and insurance, as described in the Standard Professional Services Agreement, Section 14. The required insurance certificates must comply with all requirements of the standards as described in the contract and must be provided (original copy) within fifteen (15) days of notice of selection and prior to the commencement of any work on the project.

**XI. CITY'S RESPONSIBILITY**

The City will provide the following information to the successful Consultant as needed:

1. Archive drawings and reports related to existing City's facilities.
2. Aerial photography, where available.
3. City's standard specifications and design guide.
5. Reviewing all Consultants' deliverables and providing comments in a timely manner.

**XII. ATTACHMENTS**

1. Sample Standard Professional Services Agreement
2. LAPM Chapter 10 Exhibit 10-I
3. LAPM Chapter 10 Exhibit 10-01
4. LAPM Chapter 10 Exhibit 10-02  
5. LAPM Chapter 15 Exhibit 15-G  
6. LAPM Chapter 17 Exhibit 17-F  

Below documents only required during selection phase:  
7. LAPM Chapter 10 Exhibit 10-A (with checklist)  
8. LAPM Chapter 10 Exhibit 10-H  
9. LAPM Chapter 10 Exhibit 10-Q  
10. LAPM Chapter 10 Exhibit 10-U
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 13th day of June 2018, between the CITY OF CORNING, a municipal corporation (City) and -----, ("Consultant").

RECITALS

1. Consultant is qualified and experienced in civil engineering for the purposes specified in this Agreement.

2. City finds it necessary and advisable to have the Consultant available to provide as-needed services as described in this Agreement.

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

1. Consultant's Services. Consultant shall provide civil engineering for the City as requested by the City on an as-needed basis pursuant to individual work authorizations. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other Consultants for these services based on City need. City guarantees no level of work to be directed to Consultant.

2. City Assistance. In order to assist Consultant in this work, City shall provide, if necessary, documents available to the City, and access to any sites as needed for sampling, as related to individual work authorizations.

3. Staff. Consultant shall assign________________ to serve as “City Engineer”, who may not be replaced without written consent of City.

4. Term. The term of the agreement shall run from June 13, 2018 to June 30, 2021. Upon mutual agreement of the City and Consultant, the City may extend the term of the contract for two five-year extensions.

5. Compensation. For the as-needed services to be rendered, City shall pay Consultant on a time-and-materials basis.

   a. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal Exhibit “1”. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

   b. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

   c. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

   d. After a project to be performed under this contract is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead,
fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and CONSULTANT.

e. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT’s Cost Proposal.

f. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

g. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

h. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

i. CONSULTANT shall not commence performance of work or services until this contract has been approved by CITY, and notification to proceed has been issued by CITY’S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

j. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No payment will be made prior to approval or for any work performed prior to approval of this contract.

k. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY’S Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Invoices shall be mailed to CITY’S Contract Administrator at the following address: City of Corning, Attn: Public Works, 794 Third St., Corning, CA 96021

l. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

m. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

n. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

o. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

p. The total amount payable by CITY for all Task Orders resulting from this contract shall not exceed $300,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

6. **Sufficiency of Consultant’s Work.** By executing this Agreement, Consultant warrants that all services will be performed in a competent, professional and satisfactory manner.
Should Consultant discover any latent or unknown conditions in the performance of his/her/its work that presents a possibility of material change to the scope of any work authorization or presents a potential concern over the aspects of work being performed and/or correctness of the project as governed under any applicable condition, specification or regulation pertinent to the work, Consultant shall immediately inform City and proceed only at its own risk until instructed by City on the matter raised.

7. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. All materials shall be delivered to the City upon completion or termination of any work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. 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. Consultant shall keep materials confidential and shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant's Status.** In performing the obligations set forth in this Agreement, 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 or employees of City.

10. **Labor Code/Prevailing Wages.** To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. If applicable, Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor.

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

12. **Non-Assignability.** This Agreement is not assignable or transferable without the prior written consent of City, which consent may be withheld at City's sole and absolute discretion. It is not permitted for Consultant to retain subcontractors to perform the essential work of Consultant as a means to effect a transfer of the Consultant's work in violation of this Section of the Agreement, and where subcontractors are retained to handle aspects of the Consultant's work for City, Consultant shall be solely responsible for paying
and reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

14. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage with insures with an A.M. Best's rating of no less than A:VII:

   a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least $1,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its sub-Consultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

   b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than $1,000,000 per person/per occurrence.

   c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least $1,000,000.

   d. **Professional Liability Insurance.** Professional liability insurance in the amount of $1,000,000.

   e. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing thirty (30) days prior written notice by certified mail, return receipt requested, given to the City. In addition, the insured shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

   f. **Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

   g. **Defense Costs.** Coverage shall be provided on a "pay on behalf of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

   h. **Sub-contractors.** Consultant shall include all sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for sub-contractors shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.
15. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: __________________________ To City: City Manager
______________________________
______________________________

16. **Statement of Compliance.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

b. During the performance of this Contract, Consultant and its subConsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subConsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subConsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subConsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

c. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

d. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of SubConsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

17. **Disadvantaged Business Enterprises (DBE) Participation.** This contract may be subject to the following:

a. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged
b. The goal for DBE participation for this contract is 2%. Participation by DBE Consultant or subConsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-01), or in the Consultant Contract DBE Information (Exhibit 10-02) attached hereto and incorporated as part of the Contract. If a DBE subConsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subConsultant, if the goal is not otherwise met.

c. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subConsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate.

d. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

e. A DBE firm may be terminated only with prior written approval from City and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting City consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

f. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

g. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

h. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

i. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

j. Upon completion of the Contract, a summary of these records shall be prepared and
submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier SubConsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier SubConsultants" is submitted to the Contract Administrator.

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

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

19. Records and Audits. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

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 shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

22. Waiver. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, 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 Agreement with venue in the applicable court or forum for Tehama County.

24. Attorney's Fees. The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

25. No Personal Liability. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due
Consultant.

26. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF CORNING

By: ____________________________
    Kristina Miller, City Manager

CONSULTANT

By Its

ATTEST:

_______________________________
Lisa Linnet, City Clerk

APPROVED AS TO FORM:

_______________________________
Collin Bogener, City Attorney
EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT
   - The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
   - The term "Agreement" also means "Contract."
   - Agency also means the local entity entering into this contract with the Contractor or Consultant.
   - The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

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

3. SUBMISSION OF DBE INFORMATION
   If there is a DBE goal on the contract, Exhibit 10-O1 Consultant Proposal DBE Commitment must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

   Exhibit 10-O2 Consultant Contract DBE Information must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION
   It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:
   A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
   1. The proposer is a DBE and will meet the goal by performing work with its own forces.
   2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
   3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES
   A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
   B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: http://www.dot.ca.gov/hq/bep/.
     1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
     2. Click on Search for a DBE Firm link;
     3. Click on Access to the DBE Query Form located on the first line in the center of the page.

   Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:
   A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
   B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the
purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
**EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency:  
2. Contract DBE Goal:  

3. Project Description:  
4. Project Location:  
5. Consultant’s Name:  
6. Prime Certified DBE: □  

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<th>7. Description of Work, Service, or Materials Supplied</th>
<th>8. DBE Certification Number</th>
<th>9. DBE Contact Information</th>
<th>10. DBE %</th>
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Local Agency to Complete this Section  
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.  

11. TOTALCLAIMED DBE PARTICIPATION %  

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  

20. Local Agency Representative’s Signature  
21. Date  

22. Local Agency Representative’s Name  
23. Phone  

24. Local Agency Representative’s Title  

12. Preparer’s Signature  
13. Date  

14. Preparer’s Name  
15. Phone  

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) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project 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-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. **Local Agency:**
2. **Contract DBE Goal:**
3. **Project Description:**
4. **Project Location:**
5. **Consultant’s Name:**
6. **Prime Certified DBE:**
7. **Total Contract Award Amount:**
8. **Total Dollar Amount for ALL Subconsultants:**
9. **Total Number of ALL Subconsultants:**
10. **Description of Work, Service, or Materials Supplied**
11. **DBE Certification Number**
12. **DBE Contact Information**
13. **DBE Dollar Amount**

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**Local Agency to Complete this Section**

20. Local Agency Contract Number:
21. Federal-Aid Project Number:
22. Contract Execution

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative’s Signature
24. Date

14. **TOTAL CLAIMED DBE PARTICIPATION** $%

**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

17. Preparer’s Name
18. Phone

19. Preparer’s Title

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

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

Page 1 of 2
July 23, 2015
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.
   \[ \text{SUM} = (\text{DBEs} + \text{all Non-DBEs}) \]
   Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants.
   \[ \text{SUM} = (\text{DBEs} + \text{all Non-DBEs}) \]
   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/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 15-G Construction Contract DBE Commitment

1. **Local Agency:**

2. **Contract DBE Goal:**

3. **Project Description:**

4. **Project Location:**

5. **Bidder's Name:**

6. **Prime Certified DBE**

7. **Bid Amount:**

8. **Total Dollar Amount for ALL Subcontractors:**

9. **Total Number of ALL Subcontractors:**

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description of Work, Service, or Materials Supplied</th>
<th>DBE Certification Number</th>
<th>DBE Contact Information (Must be certified on the date bids are opened)</th>
<th>DBE Dollar Amount</th>
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15. **TOTAL CLAIMED DBE PARTICIPATION**

$  

%  

**IMPORTANT:** Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

25. **Local Agency Representative's Signature**

26. **Date**

27. **Local Agency Representative's Name**

28. **Phone**

29. **Local Agency Representative's Title**

**DISTRIBUTION:** 1. Original – Local Agency

2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

**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-89, Sacramento, CA 95814.

July 23, 2015
INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder’s Name - Enter the contractor’s firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. 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 contractor’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.
12. DBE Certification Number - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor’s name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item “Bid 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).
16. Preparer’s Signature - The person completing the DBE commitment form on behalf of the contractor’s firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor’s preparer.
18. Preparer’s Name - Enter the name of the person preparing and signing the contractor’s DBE commitment form.
19. Phone - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.
20. Preparer’s Title - Enter the position/title of the person signing the contractor’s DBE commitment form.

LOCAL AGENCY SECTION

21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. 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 Contractor Section of this form is complete and accurate.
26. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. Local Agency Representative’s Name - Enter the name of the Local Agency Representative certifying the contractor’s DBE commitment form.
28. Phone - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.
29. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor’s DBE commitment form.
**Exhibit 17-F Final Report—Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors**

<table>
<thead>
<tr>
<th>Local Agency Contract Number</th>
<th>Federal-Aid Project Number</th>
<th>Local Agency</th>
<th>Contract Completion Date</th>
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<tr>
<th>Contractor/Consultant</th>
<th>Business Address</th>
<th>Final Contract Amount</th>
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<tr>
<th>Contract Item Number</th>
<th>Description of Work, Service, or Materials Supplied</th>
<th>Company Name and Business Address</th>
<th>DBE Certification Number</th>
<th>Contract Payments</th>
<th>Date Work Completed</th>
<th>Date of Final Payment</th>
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**15. ORIGINAL DBE COMMITMENT AMOUNT $**

**16. TOTAL**

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization or item of work was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity, if no subcontractors/subconsultants were used on the contract, indicate on the form.

**17. Contractor/Consultant Representative’s Signature**

**18. Contractor/Consultant Representative’s Name**

**19. Phone**

**20. Date**

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

**21. Local Agency Representative’s Signature**

**22. Local Agency Representative’s Name**

**23. Phone**

**24. Date**

**I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED**

**DISTRIBUTION:** Original — Local Agency. Copy — Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-68, Sacramento, CA 95814.

Page 1 of 2  
July 23, 2015
INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant’s firm name.
6. Business Address - Enter the contractor/consultant’s business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant’s name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE’s Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant’s item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the “Total Claimed DBE Participation Dollars” from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the “Contract Payments” Non-DBE and DBE columns.
17. Contractor/Consultant Representative’s Signature - The person completing the form on behalf of the contractor/consultant’s firm must sign their name.
18. Contractor/Consultant Representative’s Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor’s preparer.
21. Local Agency Representative’s Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative’s Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.
EXHIBIT 10-A A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST LETTER
(For Proposed A&E Consultant Contracts of $150,000 or Greater)

Department of Transportation
Independent Office of Audits and Investigations, MS 2
Attention: External Audit Manager
P.O. Box 942874
Sacramento, CA 94274-0001
conformance.review@dot.ca.gov

Date: ___________
Federal Project Number: ___________

Project Description: ____________________________________________________________

To Caltrans Independent Office of Audits and Investigations:

The following applicable documents are attached for proposed A&E consultant contract number ___________ at a proposed total contract amount of $ ____________ with [Prime Consultant's full legal name]:

Participation Amounts for Prime and all Sub-consultants on this contract are:

<table>
<thead>
<tr>
<th>Consultant's Name</th>
<th>Participation Amount</th>
<th>Category 1, 2, 3, 4, or 5?</th>
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Note: add pages if necessary.

1. Category 1: For our Consultant with a Cognizant Approval Letter for the Indirect Cost Rate (ICR) Fiscal Year End (FYE) proposed, we are submitting the following:

- [ ] Cost Proposals from all selected Prime and subconsultants. (Examples at Exhibits 10-H1 through 10-H4)
- [ ] Cognizant Approval Letter for FYE proposed, issued by cognizant state (Based on Location of Accounting Records as stated on AASHTO ICQ)
- [ ] Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K). (If already submitted for the fiscal year, provide only a copy)
- [ ] Local Agency and Consultant's Point of Contacts
- [ ] Prevailing Wage (PW) Policy for PW contracts

*PW contracts require written PW Policy. It must be on the company's letterhead, signed, and dated by company’s official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.
2. Category 2: For our Consultant with Caltrans Acceptance Identification (ID) Number for ICR FYE proposed, we are submitting the following:

- Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*

- Caltrans’ ICR Acceptance ID(s) for FYE ICR proposed, as listed below:

<table>
<thead>
<tr>
<th>Consultant’s Name</th>
<th>ICR FYE Accepted</th>
<th>Acceptance ID #s</th>
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*Note: add pages if necessary.*

- Local Agency and Consultant’s Point of Contacts
- Prevailing Wage (PW) Policy for PW contracts*

3. Category 3: For our consultant requesting a Safe Harbor Rate (SHR), the following are submitted:

- Cost Proposals *(Examples at Exhibit 10-H1 through 10-H4)*

- Local Agency and Consultant's Point of Contacts
- Prevailing Wage (PW) Policy for PW contracts*
- Safe Harbor Rate Consultant Certification of Eligibility Contract Costs and Financial Management System *(Attachment 1R)*. *Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.*
- Questionnaire for Evaluating Consultant’s Financial Management System *(Attachment 2R)*
- Here is a list of consultants that are requesting use of the Safe Harbor Rate:
  - 
  - 
  - 

4. Category 4: For contract amounts greater than or equal to $150,000 but less than $1,000,000 with participating amount greater than or equal to $150,000, the following are submitted for all prime and subconsultants on this contract:

- Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*

- Consultant Annual Certification of Indirect Costs and Financial Management System *(Exhibit 10-K)* *(If already submitted for the fiscal year, provide only a copy)*

- Local Agency and Consultant's Point of Contacts

- FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Note. **FAR Compliant ICR schedule includes FAR References and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the note will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end's indirect cost rate (ICR) to be applied to the Agreement is based on the**
Local Assistance Procedures Manual

A&E Consultant Financial Document Review Request Letter

Exhibit 10-A

Submission package received by A&E. For financial document package received between January 1, 2018 and June 30, 2018, the FYE ICR of 2016 must be submitted or the FYE 2017 ICR if available. If the financial document package received date is between July 1, 2018 and December 31, 2018, the 2017 ICR must be submitted.

☐ AASHTO Internal Control Questionnaire (ICQ) Appendix B
☐ Prevailing Wage (PW) Policy for PW contracts*

5. Category 5: For contract amounts greater than or equal to $1,000,000, the following are submitted for all prime and subconsultants with participating amounts greater than or equal to $150,000 on this contract:
☐ Cost Proposals from all selected Prime and subconsultants. (Examples at Exhibits 10-H1 through 10-H4)
☐ Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) (If already submitted for the fiscal year, provide only a copy)
☐ Local Agency and Consultant’s Point of Contacts
☐ FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Note **
  (Prime Consultant must have a CPA Audited ICR Report if contract is ≥ $1M, regardless of Prime Consultant's participation amount).
☐ Prior year Indirect Cost Rate (ICR) Schedule
☐ AASHTO Internal Control Questionnaire (ICQ) Appendix B
☐ Post-Closing Trial Balance. (Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31)
☐ Vacation/Sick Policy
☐ Bonus Policy
☐ Executive Compensation Analysis (ECA). (Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31)
☐ Prevailing Wage (PW) Policy for PW contracts*

Sincerely,

Name ______________________________ Signature ______________________________

Title ______________________________ Department ______________________________

Address ______________________________

Distribution:
1) Original - Caltrans Independent Office of Audits & Investigations
2) Copy - Local Agency Project Files
3) Copy - Caltrans District Local Agency Engineer

Page 3 of 5
January 2018
CALTRANS A&E FINANCIAL DOCUMENT REVIEW REQUIREMENTS
FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS
ON LOCAL GOVERNMENT AGENCY CONTRACTS

All Prime & Sub-consultants must submit the following for contracts ≥ $150,000:
1) Consultant Financial Document Review Request Letter and Checklist (Exhibit 10-A) (1)
2) Cost Proposals (Examples at Exhibits 10-HI through 10-HII)
3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K)
   (except for firms requesting Safe Harbor Rate)
4) Local Agency and Consultant’s Points of Contact

<table>
<thead>
<tr>
<th>Type of Financial Documents and Information for ICR FYE proposed *</th>
<th>CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed</th>
<th>CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed **</th>
<th>CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)</th>
<th>CATEGORY 4: Contracts ≥ $150K to &lt; $1M and participating amounts ≥ $150K</th>
<th>CATEGORY 5: Contracts ≥ $1M and participating amounts ≥ $150K</th>
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<tr>
<td>Cognizant Approval Letter for the FYE proposed issued for cognizant state, which is based on Location of Accounting Records as stated in AASHTO HQQ</td>
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<td>Caltrans ICR Acceptance ID # for ICR FYE proposed **</td>
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<td>FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2)</td>
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<td>Prime Consultant must have a CPA Audited ICR Report of contract ≥ $1M, regardless of Prime Contractor’s participation amounts (2)</td>
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<td>Prior Year ICR Schedule</td>
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<td>AASHTO Internal Control Questionnaire (ICQ) Appendix B</td>
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<td>Post Closing Trial Balance (3)</td>
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<td>Vacation/Sick Policy</td>
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<td>Prevailing Wage (PW) Policy for PW contracts (3)</td>
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<td>When applicable, additional documents may be requested:</td>
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<td>Supplemental reconciliation schedule to tie the proposed ICR Schedule to Trial Balance (3)</td>
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<td>Labor Summary Report (5)</td>
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<td>Related Party Rent Analysis (3)</td>
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<td>Vehicle, Equipment, and Other Direct Costs Schedules (3)</td>
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<td>Safe Harbor Rate Documents:</td>
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<td>- Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1A)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Questionnaire for Evaluating Consultant’s Financial Management System (Attachment 2A)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Documents Required

<table>
<thead>
<tr>
<th>CATEGORY 1</th>
<th>CATEGORY 2</th>
<th>CATEGORY 3</th>
<th>CATEGORY 4</th>
<th>CATEGORY 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>2</td>
<td>3</td>
<td>3</td>
<td>8</td>
</tr>
</tbody>
</table>

Exhibit 10A
** Indirect Cost Rate Fiscal Year End. This list is not all inclusive and additional documentation may be required.

** Consultant ICR Acceptance ID # is an identification number issued by Consultant upon review and acceptance of Consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.

** Firms using SIR can be reimbursed for the prevailing wage delays either at an Other Direct Cost or as an Overhead/Indirect Cost - refer to AAI's PW Interpretive Guidance on www.dot.aashto.gov/dunix.

(1) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.

(2) FAR Compliant ICR schedule includes Reference FAR References, and Disclosure Notes. If the Disclosure Notes are not provided, AAI will provide a fixed year waiver of this requirement; however, the notes will be required on future fixed year ICR schedules. See AASHTO Guide Chapter 3, 8, and 11 for references. The fiscal year-end indirect cost rate (ICR) to be applied to the Agreement is based on the submission package received by AAI. For financial documents received from January 1, 2015 to June 30, 2015, the 2016 ICR must be submitted at the FYE 2017 ICR if available. Financial documents received from July 1, 2017 to December 31, 2018, the 2017 ICR must be submitted.

(3) Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31.

(4) Prevailing Wage (PW) contract requires written PW Policy. It must be on the company’s letterhead, signed, and dated by company’s official to show accounting methods used on delta base and delta fringe - refer to AAI’s PW Interpretive Guidance on www.dot.aashto.gov/dunix.

(5) Document/Report must summarize total labor costs that are based on actual labor and total indirect labor amounts included in the fiscal year ICR schedule prepared on the contract. Uncompensated overtime must be presented for salaried/scoped employees that are not compensated for hours worked in excess of 8 hours a day/40 hours per week/2080 hours per year. Refer to Uncompensated Overtime Interpretive Guidance on www.dot.aashto.gov/dunix.
### EXHIBIT 10-H1 COST PROPOSAL

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed  
☐ Prime Consultant  ☐ Subconsultant  ☐ 2nd Tier Subconsultant

**Consultant**

**Project No.**  
**Contract No.**  
**Date**

#### DIRECT LABOR

<table>
<thead>
<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hours</th>
<th>Actual Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Project Manager)*</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(Sr. Civil Engineer)</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(Enivr. Scientist)</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>(Inspector)**</td>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**LABOR COSTS**

a) Subtotal Direct Labor Costs  

b) Anticipated Salary Increases (see page 2 for calculation)

c) TOTAL DIRECT LABOR COSTS \[(a) + (b)\] $  

#### INDIRECT COSTS

<table>
<thead>
<tr>
<th>Indirect Cost</th>
<th>Rate</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fringe Benefits (Rate: $%$)</td>
<td></td>
<td>(\text{Total Fringe Benefits} \times \text{Rate})</td>
</tr>
<tr>
<td>Overhead (Rate: $%$)</td>
<td></td>
<td>(\text{Overhead} \times \text{Rate})</td>
</tr>
<tr>
<td>General and Administrative (Rate: $%$)</td>
<td></td>
<td>(\text{Gen &amp; Admin} \times \text{Rate})</td>
</tr>
</tbody>
</table>

\[ \text{i) Gen & Admin} \times \text{Rate} \]

[^\text{j} TOTAL INDIRECT COSTS \[(c) + (g) + (i)\] $  

#### FIXED FEE

k) TOTAL FIXED FEE \[(c) + (j)\] x fixed fee $  

#### TOTAL COST

\[ (c) + 0) + (k) + (n) \] $  

---

**NOTES:**

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.

3. Anticipated salary increases calculation (page 2) must accompany.
### ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. **Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

   \[
   \text{Avg Hourly Rate} = \frac{\text{Direct Labor Subtotal}}{\text{Total Hours}}
   \]

   - **Direct Labor Subtotal per Cost Proposal**: $250,000.00
   - **Total Hours per Cost Proposal**: 5000
   - **Avg Hourly Rate**: $50.00
   - **5 Year Contract Duration**: Year 1 Avg Hourly Rate

2. **Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

   - **Avg Hourly Rate**: $50.00
   - **Proposed Escalation**: + 2%
   - **Year 2 Avg Hourly Rate**: $51.00
   - **Year 3 Avg Hourly Rate**: $53.06
   - **Year 4 Avg Hourly Rate**: $54.12
   - **Year 5 Avg Hourly Rate**:

3. **Calculate estimated hours per year (Multiply estimate % each year by total hours)**

   - **Estimated % Completed Each Year**
   - **Total Hours per Year**
   - **Estimated Hours Year 1**: 1000
   - **Estimated Hours Year 2**: 2000
   - **Estimated Hours Year 3**: 750
   - **Estimated Hours Year 4**: 750
   - **Estimated Hours Year 5**: 500
   - **Total Estimated Hours**: 5000

4. **Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

   - **Estimated Hours Year 1**: 1000
   - **Estimated Hours Year 2**: 2000
   - **Estimated Hours Year 3**: 750
   - **Estimated Hours Year 4**: 750
   - **Estimated Hours Year 5**: 500
   - **Total Estimated Hours**: 5000
   - **Direct Labor Subtotal before Escalation**: $250,000.00
   - **Estimated total of Direct Labor Salary Increase**: $7,871.10

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
   (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.
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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _______________________________ Title: _______________________________

Signature: ___________________________ Date of Certification (mm/dd/yyyy): __________

Email: _______________________________ Phone Number: __________________________

Address: ________________________________

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:
EXHIBIT 10-H2 COST PROPOSAL  Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
Consultant

Project No.  Contract No.  Participation Amount $  Date

<table>
<thead>
<tr>
<th>For Combined Rate</th>
<th>Fringe Benefit % + General &amp; Administrative % = Combined ICR%</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Home Office Rate</td>
<td>Fringe Benefit % + General &amp; Administrative % = Home Office ICR%</td>
</tr>
<tr>
<td>For Field Office Rate</td>
<td>Fringe Benefit % + General &amp; Administrative % = Field Office ICR%</td>
</tr>
</tbody>
</table>

**BILLING INFORMATION**

<table>
<thead>
<tr>
<th>Name/Job Title/Classification</th>
<th>Hourly Billing Rates</th>
<th>Effective Date of Hourly Rate</th>
<th>Actual or Avg. Hourly Rate</th>
<th>% or $ Increase</th>
<th>Hourly Range - for Classifications Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Straight</td>
<td>OT(1.5x)</td>
<td>OT(2x)</td>
<td>From</td>
<td>To</td>
<td></td>
</tr>
<tr>
<td>John Doe – Project Manager *</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>01/01/2016</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Civil Engineer II</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>01/01/2017</td>
<td>12/31/2017</td>
</tr>
<tr>
<td>Sue Jones – Construction Engineer/Inspector Engineer I</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>01/01/2016</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Buddy Black – Claims Engineer Engineer III</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>01/01/2016</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Land Surveyor **</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>01/01/2016</td>
<td>12/31/2016</td>
</tr>
<tr>
<td>Technician</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>01/01/2016</td>
<td>12/31/2016</td>
</tr>
</tbody>
</table>

(Add pages as necessary)
NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**) All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant’s annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant ________________________________  □ Prime Consultant  □ Subconsultant

Project No. ___________________________ Contract No. ________________ Date ________________

<table>
<thead>
<tr>
<th>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Item</td>
</tr>
<tr>
<td>Mileage Costs</td>
</tr>
<tr>
<td>Equipment Rental and Supplies</td>
</tr>
<tr>
<td>Permit Fees</td>
</tr>
<tr>
<td>Plan Sheets</td>
</tr>
<tr>
<td>Test</td>
</tr>
<tr>
<td>Vehicle</td>
</tr>
<tr>
<td>Subconsultant 1:</td>
</tr>
<tr>
<td>Subconsultant 2:</td>
</tr>
<tr>
<td>Subconsultant 3:</td>
</tr>
<tr>
<td>Subconsultant 4:</td>
</tr>
<tr>
<td>Subconsultant 5:</td>
</tr>
</tbody>
</table>

Note: Add additional pages if necessary.

NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered “tools of the trade” are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.

8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.

10. Add additional pages if necessary.

11. Subconsultants must provide their own cost proposals.
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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _______________________________ Title: _______________________________

Signature: ___________________________ Date of Certification (mm/dd/yyyy): _____________

Email: _______________________________ Phone Number: ____________________________

Address: __________________________________________________________________________

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

___________________________________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________
EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2
COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed
☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant ____________________________

Project No. ____________________________ Contract No. ____________________________ Date ____________________________

Unit/Item of Work:
(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.

DIRECT LABOR

<table>
<thead>
<tr>
<th>Professional (Classification)*</th>
<th>Hours</th>
<th>Billing Hourly Rate ($)</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub-professional/Technical**</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EQUIPMENT 1 (with Operator)

<table>
<thead>
<tr>
<th>Equipment 1 (with Operator)</th>
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<td></td>
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</table>

EQUIPMENT 2 (with Operator)

<table>
<thead>
<tr>
<th>Equipment 2 (with Operator)</th>
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<tbody>
<tr>
<td></td>
</tr>
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</table>

Consultant’s Other Direct Costs (ODC) – Itemize:

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ODC Example: Travel/Mileage Costs</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ODC Example: Mobilization/De-mobilization</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ODC Example: Supplies/Consumables</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ODC Example: Report</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>ODC (List more ODCs as applicable)</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Subconsultant 1:</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Subconsultant 2:</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
<td>Subconsultant 3:</td>
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<td>$</td>
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<td>Subconsultant 4:</td>
<td>$</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Subconsultant 5:</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK

$ ____________

NOTES:
1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered “tools of the trade” are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.
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 actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. Title 23 United States Code Section 112 - Letting of Contracts
17. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
18. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: ___________________________ Title*: ___________________________
Signature: ___________________________ Date of Certification (mm/dd/yyyy): ___________________________
Email: ___________________________ Phone Number: ___________________________
Address: ___________________________

* An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

________________________________________

________________________________________
<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ a. contract</td>
<td>☐ a. bid/offer/application</td>
<td>☐ a. initial</td>
</tr>
<tr>
<td>b. grant</td>
<td>b. initial award</td>
<td>b. material change</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
<td>c. post-award</td>
<td></td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee

Congressional District, if known

6. Federal Department/Agency:

8. Federal Action Number, if known:

10. Name and Address of Lobby Entity

(If individual, last name, first name, MI)

12. Amount of Payment (check all that apply)

$ ___________________ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash

☐ b. in-kind; specify: nature ___________________

Value ___________________

14. Type of Payment (check all that apply)

☐ a. retainer

☐ b. one-time fee

☐ c. commission

☐ d. contingent fee

☐ e deferred

☐ f. other, specify ___________________

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 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached:

Yes ☐ No ☐

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: __________________________

Print Name: _______________________

Title: ____________________________

Telephone No.: ____________________ Date: ____________

Authorized for Local Reproduction

Standard Form - LLL
EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS (if applicable):

PROJECT NAME (and FPN, if applicable)^:

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ 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 and scope of work.

☐ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.

2. 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.

3. 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.

4. 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 approving changes in the schedule, scope, deliverables or invoices.

5. 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 and understand my responsibilities per 23 CFR 172.7(b)(5)

☐ 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.

1 Each consultant staff working in a management support role shall complete a separate form.

2 For on-call contracts or contracts for multiple projects, indicate accordingly.
I have read and fully understand all of the above.

Date: ________________
Signature: _____________________________

Name: _________________________________
Title: _________________________________

Consultant Firm/Sole Proprietor: _____________________________

REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY REPRESENTATIVE

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 support role 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 support role 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.

☐ 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 date from ___________ to ____________ .

Date: ________________
Signature: _____________________________

Name: _________________________________
Title: _________________________________

Department/Local Agency: _____________________________
REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

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

☐ I concur that the consultant, who is under contract and in a management support role 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 reimbursement.

☐ I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: ____________________  Signature: ____________________

Name: ____________________  Position: ____________________

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

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January 2018