

**CITY OF PLACERVILLE**  
Engineering Department



**REQUEST FOR PROPOSALS**  
FOR ENGINEERING DESIGN AND ENVIRONMENTAL CONSULTING SERVICES

*for*

**WESTERN PLACERVILLE INTERCHANGES  
PHASE 2.2 – EASTBOUND ON-RAMP  
(CIP #41918)**

**A State and Federally-Funded  
SB 1 Local Partnership Program Project  
Federal Project No. Pending**

**Release Date: January 16, 2019  
Proposals due by: February 6, 2019 at 3:00 pm**

A complete copy of the RFP and attachments can be found at:  
[www.cityofplacerville.org/rfp-rfq-projects-out-to-bid](http://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid)

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## **SECTION 1: PROJECT INFORMATION & PROPOSAL REQUIREMENTS**

### **INTRODUCTION**

The City of Placerville (City) is seeking support in environmental clearance, engineering design, and construction of a new eastbound on-ramp at the Ray Lawyer Drive interchange on US Highway 50 (see Attachment A - Project Vicinity Map). This project is Phase 2.2 of the Western Placerville Interchanges (WPI) Project which provides improvements to two connections on Highway 50 – the Placerville Drive/Forni Road/US 50 Interchange and the Ray Lawyer Drive/US 50 Interchange. Phase 1A and 1B of the WPI Project have been completed, and Phase 2 is currently in construction and expected to be completed in August 2019. See Attachment B for the WPI Project Phasing map.

Phase 2.2 will complete one quadrant of the partial cloverleaf interchange with construction of the loop eastbound on-ramp at Ray Lawyer Drive.

The project design and construction is state and federally funded with Highway Improvement Program (HIP) funds, Senate Bill (SB) 1 Local Partnership Program funds, local Traffic Impact Mitigation (TIM) Fee Program funds, and State Highway Operation and Protection Program (SHOPP) funds.

The selected consultant will be expected to coordinate and obtain all necessary information regarding the Western Placerville Interchanges Project (Phase 2).

City staff has determined it is necessary to hire a consultant team with outstanding qualifications, experience and knowledge of design and delivery of projects with these component types, including extensive knowledge of the Caltrans Highway Design Manual, Caltrans Structure Design procedures, and the Caltrans Local Assistance Procedures Manual (LAPM). The team must have experience in California Environmental Quality Act (CEQA) / National Environmental Policy Act (NEPA) environmental review, documentation and permitting procedures. This Request for Proposals (RFP) seeks engineering firms that have the necessary expertise to assist the City in driving and completing this project.

All elements of the project must comply with federal funding requirements and is subject to the provisions set forth in the most recent version of the Caltrans LAPM.

The tentative project schedule is as follows:

1. RFP Release – January 16, 2019
2. Proposals due – February 6, 2019
3. Interviews – February 13, 2019
4. Award Contract for Engineering Services – April 23, 2019
5. Project Kick-off – April 29, 2019
6. Completion of Bid Documents – December 2019
7. Request for Authorization to Proceed with Construction – December 2019
8. End Contract – March 30, 2021

### **SCOPE OF SERVICES**

The City of Placerville is seeking proposals from qualified engineering firms to provide professional engineering and design services. The services shall begin with preliminary

engineering and continue through the development of final contract documents including Plans, Specifications and Estimate (PS&E).

The City expects the consultant to develop their own detailed scope of work and identify deliverables based on knowledge of City and Caltrans/FHWA procedures and understanding of the project. The scope of work, at a minimum, should include the tasks described in Attachment C. Proposers are expected to gain thorough knowledge of the project and exercise professional judgment in development of the scope of work that will deliver the project to construction.

The overall WPI Project environmental document (Environmental Impact Report) was approved on November 22, 2005. A Supplemental Environmental Impact Report was approved on June 16, 2014 and covered significant design changes, including the configuration of the eastbound on-ramp at Ray Lawyer Drive. The City currently has a contract with a consultant providing all environmental services needed for a CEQA document amendment, NEPA Revalidation, and all permitting efforts. The selected consultant should provide a Task for supplemental environmental support services (including NEPA Revalidation prior to construction).

The Western Placerville Interchanges Project Report was approved in January 2008. A Supplemental Project Report (SPR) in 2015 approved the revised project (Modified Alternative D) which included a modified configuration of the Ray Lawyer Drive and Forni Road intersection, affecting the eastbound on-ramp. SPR #2 (2017) documented the relinquishment and dedication requirements needed to support the reconfigured State and local facilities constructed as a part of the WPI Phase 2. The eastbound on-ramp was originally approved in the SPR as part of Phase 3 of the WPI Project, and so the City is currently preparing a third Supplemental Project Report (SPR #3) to gain Caltrans approval of the eastbound on-ramp as a new Phase to be constructed in advance of Phase 3. Additional studies are being prepared in support of the SPR #3 under the separate consultant contract mentioned above, including a Supplemental Traffic Memo and Geometrical Approval Drawings (GAD). All studies, the GADs, and SPR #3 will be provided to the selected consultant upon completion.

Topographic surveying of the WPI Phase 2.2 project limits was completed in September 2018 and is not a part of this scope of work. The consultant should provide an Optional Task for supplemental topographic surveying in the event additional survey information is needed.

This project will commence at the 35% design level. The GAD AutoCAD files will be provided to the consultant.

The limits and footprint of the project appear to fit within City and Caltrans right-of-way and the City does not anticipate Right-of-Way acquisition to be a part of this project. As a part of this contract, the consultant will verify the project's right-of-way impacts.

## **PROPOSAL REQUIREMENTS**

Please submit eight (8) hard copies and one (1) electronic copy (PDF preferred) of the proposal. The proposal shall be limited to 20 double-sided pages in 8.5-inch by 11-inch format. Charts, exhibits, and schedules may be included in 11-inch by 17-inch format and folded to fit in an 8.5-inch by 11-inch page, and will count as one (1) page. The page limit does not include the outside cover, section dividers, cover letters, resumes, subconsultant commitment memorandum, or scope of work (these items can be included in appendices). Each response to this RFP shall include the information described in this section in the

specified order (tabs and page numbers are required). Failure to meet the minimum requirements of the RFP shall be cause for rejection of the package. The City reserves the right to reject any or all proposals. The proposal must include the following items:

1. Cover Letter, including:

- The title of this RFP
- Contact person's name, address, email address, and telephone number
- Signature of an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

2. Capabilities of the Firm / Team:

- Describe what makes your firm uniquely qualified to do this work.
- Describe your firm's experience in federally funded interchange design projects under Caltrans review.
- Summarize related experience with local agency projects using local, Caltrans, and applicable Federal standards of similar size and magnitude, including consultant staff that worked on the project. Preference is given to project references that demonstrate an understanding of the type of work relevant in this RFP.

3. Qualifications and Availability of Proposed Staff:

- Identify specific staff members assigned to the project and a description of their workload and availability. Provide a table showing the percentage of time key staff members are available during the course of the project.
- Provide a brief summary of the qualifications and relevant experience for each key team member identified, including length of service with the firm. Resumes should be included (in an appendix) and should not be more than two (2) pages for key team members and one page or less for support staff.
- Provide an organizational chart for all staff members and subconsultants identified.
- Include qualifications and experience of any subconsultant(s) to be used. Identify the services which would be completed by your firm's staff and those provided by subconsultant(s).

4. Project Understanding and Approach:

- Describe your firm's approach for successful implementation of the project and what you believe are the key constraints, project milestones, and approvals.
- Provide your understanding of the project based on existing information available in the RFP, site visits, available documents, and applicable regulations or requirements.
- Provide a detailed scope of work and proposed schedule to accomplish all of the required tasks within the desired timeline and list of

deliverables (include submittal review and approval for the City, Caltrans, and other stakeholders).

5. A statement acknowledging that the Consultant has reviewed the language contained within the City's Agreement for Engineering Services (Attachment D) and that the consultant will enter into that agreement, or explain any objections or concerns.
6. A Cost Proposal as detailed below.
7. Any additional forms, as described in the following sections.

#### **COST PROPOSAL REQUIREMENTS**

In a separate, sealed envelope, Proposers must provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described outlined in its Scope of Services outline. A schedule of hourly rates in a cost-plus format for all proposed staff and the amount of time each person will be devoted to this project must be included. Define any reimbursable expenses requested to be paid by the City. The cost proposal must be in a cost-plus-fixed fee format in accordance with current requirements of Chapter 10 of the Caltrans LAPM. Proposer must indicate whether or not your firm's overhead rate has been audited by Caltrans Division of Audits and Investigations or other equivalent method. Attachment E of this RFP is a sample cost proposal for use.

For consultant services on public works projects involving local, State, and/or Federal funds, the City requires that fee schedules must be consistent with applicable prevailing wage requirements.

#### **FEDERAL AID REQUIREMENTS**

The project is federally funded with HIP funds, and the project is therefore subject to all the provisions of Chapter 10 of the Caltrans LAPM.

The Disadvantaged Business Enterprise (DBE) participation requirement for this contract is 15%. The consultant must meet the DBE goal by using DBE firms, or provide documentation indicating a good faith effort was made to meet the contract goal. A completed Disadvantaged Business Enterprise (DBE) Commitment form (Exhibit 10-O1) must be included in the proposal (see Attachment F). Good faith efforts must be documented by the consultant and approved by the local agency (see Exhibit 15-H DBE Information-Good Faith Efforts of the LAPM). Attachment G contains additional information regarding the DBE requirement.

The selected consultant will be subject to a pre-award audit per Chapter 10.3 of the Caltrans LAPM. Following interviews and within five (5) business days of notification of selection, the selected consultant must submit to the City all of the financial document information required in the A&E Consultant Financial Document Review Request (Exhibit 10-A, attached for reference in Attachment H). The City will be submitting this information to Caltrans Audits and Investigations for their review and approval prior to contract award.

#### **NON-LOBBYING CERTIFICATION**

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Exhibit 10-Q Disclosure of Lobbying Activities form, Attachment I of this RFP, shall be completed and submitted with the proposal.

#### **MODIFICATION OR WITHDRAWAL OF PROPOSAL**

Any proposal received prior to the date and time specified for submittal may be withdrawn or modified by written request of the prospective consultant.

#### **EVALUATION AND CONTRACT AWARD**

Selection of a consultant will not necessarily result in a project guarantee with the City of Placerville. Selection of consultant is a Staff recommendation and entering into a contract is only by action of the City Council and is not in force until fully executed by authorized personnel. The City has established the following criteria for the selection process:

- The selection process shall be fair, open, and competitive.
- Selection shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price. Ranking of the Proposals shall follow the scoring criteria described below.
- After the Proposals are reviewed, a short list will be prepared by the selection panel.
- The short-listed firms will be interviewed. At the completion of the interviews, the firms will be rated and ranked. Negotiations will commence with the top-ranked firm. If negotiations are unsuccessful, then the City will begin negotiations with the second-ranked firm. The City reserves the right to reject any and all Proposals and to negotiate with any responsible, responsive firm. The City is under no obligation to issue contracts for the services described in this RFP.

The evaluation criteria and rating schedule on the following page will be used to determine the most highly qualified firm(s).

<b>Evaluation Criteria</b>	<b>Maximum Points Possible</b>
1. Overall Approach to Project	30
2. Firm / Team's Experience with Similar Work	20
3. Qualifications and Availability of Proposed Staff	20
4. Project Understanding	25
5. Understanding of Political Environment	5
<b>Total Possible Points:</b>	<b>100</b>

Reference checks will be performed at the sole discretion of the selection committee for the top teams selected for interviews.

#### **INQUIRIES AND SUBMITTALS**

All inquiries to this RFP should be submitted to:

City of Placerville  
Melissa McConnell, P.E., City Project Manager  
mmcconnell@cityofplacerville.org  
(530) 642-5250

Proposals shall be submitted in sealed envelopes or containers bearing the name and business address of the firm and labeled as follows in the lower left hand corner of the envelope:

**City of Placerville  
Western Placerville Interchanges Phase 2.2 – Eastbound On-Ramp  
Proposal for Engineering Design and Environmental Consulting Services**

The City of Placerville will accept written Proposals at the following address:

City of Placerville  
Engineering Department  
3101 Center Street  
Placerville, CA 95667  
Attn: Melissa McConnell, P.E.  
City Project Manager

Proposals may be hand delivered or mailed via U.S. Post Office or overnight service. The City of Placerville will NOT accept proposals submitted via e-mail.

All proposals shall be received no later than **3:00 pm, February 6, 2019**. Late proposals will not be accepted.



## **SECTION 2: LEGAL NOTICES & CONTRACT PROVISIONS**

### **I. THE CITY OF PLACERVILLE PROPOSAL AND CONSULTANT POLICIES**

#### **A. RFP AS THE BASIS FOR PROPOSALS**

This RFP, including any addenda, will represent the most definitive statement the City of Placerville will make concerning information upon which Proposals are to be based. Any information, verbal or written, which is not contained in this RFP and addenda thereto, will not be considered by the City of Placerville in evaluating the Proposals.

#### **B. AGENCY RIGHT TO WAIVE MINOR IRREGULARITIES**

The City of Placerville reserves the right to waive minor irregularities in the proposal process or to modify the selection process and timeline as it deems necessary.

#### **C. ROLE OF CONSULTANT**

The division of work among the selected Consultant and any proposed sub-consultant is left to the selected Consultant to identify in assembling a project team. The selected Consultant will be responsible for management, design integration, scheduling, control, review and approval of all subcontract work and services for the total project. The selected Consultant will be responsible for the quality and timeliness of all sub-consultant work and must coordinate all sub-consultant activities. The selected Consultant must keep the City of Placerville apprised of any problems incurred and provide regular progress and budget reports. At the City of Placerville's direction, or as detailed in this RFP, the selected Consultant may be required to coordinate directly with other City of Placerville consultants and contractors.

The selected Consultant will be responsible for assuring that all subcontract work is in conformance with the project's policies, standards, and criteria. Use of any sub-consultants not identified in the Proposal will be subject to prior approval by the City of Placerville.

#### **D. LIMITATION AND AWARD**

The City of Placerville reserves the right to award multiple contracts. This RFP does not commit the City of Placerville to award a contract. The City of Placerville reserves the right to reject all Proposals. If the City of Placerville rejects all Proposals, the project may be abandoned, re-advertised, or performed in any manner authorized under City ordinance and applicable law.

The contents of the successful Consultant's Proposal will be incorporated into the resulting contract. The City of Placerville's Sample Contract is included in Attachment D of this RFP. The City of Placerville reserves the right to rescind the contract award if the selected Consultant is unable or unwilling to enter into a contract substantially identical to the sample contract within twenty (20) days from the date it is sent to the selected Consultant for execution.

A selection panel will evaluate the Proposals and establish a rank ordering of the qualified firms for the project. City staff will then negotiate with the highest-ranked

firm, and recommend award of the contract to the City Council. Proposals will be made available, upon request, for copying or inspection when a recommendation is made for award of the resulting contract.

#### **E. DEBARRED PROPOSERS**

Proposers, including any of its officers or holders of a controlling interest, are obligated to inform the City of Placerville whether or not it is or has been on any debarred proposers list maintained by the State of California or any federal agency. Should a Proposer be included on such a list during the performance of this project, it must inform the City of Placerville. Failure to do so may result in rejection of the proposal.

#### **F. DISCLOSURE OF PROPOSAL INFORMATION**

Once submitted, Proposals become a matter of public record. Where a Proposer submits technical or business information that is claimed to be confidential, Proposer must so indicate by delineating each section of the Proposal with the heading "Confidential". The City of Placerville will give consideration to the claim of confidentiality. However, Proposers should understand that the City of Placerville has reservations as to whether any such information is exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq). The City of Placerville will notify a Proposer if it receives a request for release of information identified as confidential by Proposer. By submitting its Proposal, Proposer agrees that the City of Placerville will not be held liable for complying with the Public Records Act.

#### **G. USE OF RFP IDEAS**

The City of Placerville reserves the right to use any or all of Proposer's ideas as set forth in its Proposal. Selection or rejection of the Proposal does not affect this right.

#### **H. FACILITIES AND RESOURCES**

Proposer must furnish all equipment, facilities, labor, supervision, and any and all other required materials and services, except as otherwise specified in Consultant's Proposal. No City of Placerville resources in terms of personnel, facilities, or equipment will be provided unless agreed upon in writing.

## **II. CITY OF PLACERVILLE PROPOSAL PROTEST PROCEDURE**

#### **A. SCOPE OF PROTEST PROCEDURE**

This Article specifies procedures for interested parties to protest the following City of Placerville staff actions:

- 1) A written recommendation to the City Council to disqualify a bidder, subcontractor, or proposer; and/or,
- 2) A written recommendation to the City Council to award a Contract to a particular bidder or proposer.

## **B. EFFECT OF PROTEST ON CONTRACT AWARD OR BID OPENING**

When a protest has been properly filed prior to Contract award, the City Council will not award the Contract prior to issuance of a final decision on the protest. When a protest has been properly filed before the opening of bids, bids will not be opened prior to the City Council's decision on the protest.

## **C. RELEASE OF PROTEST INFORMATION**

Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:

- 1) The withholding of information is permitted or required by law or regulation; and
- 2) The information is designated proprietary by the person submitting the information to the City of Placerville. If the person submitting material to the City of Placerville indicates that the material contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the material submitted, and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

## **D. MAINTENANCE OF PROTEST RECORDS**

The City Manager or his/her designee will maintain a written record of each step taken in every bid or proposal protest. The record will list dates of each event and photocopies of all correspondence sent and/or received by the City of Placerville pertaining to the protest. These records will be retained for at least three (3) years from the date each protest is resolved.

## **E. WHO MAY FILE A PROTEST**

Protests may be filed only by interested parties. Interested parties are defined as actual or prospective bidders or proposers for a City of Placerville contract and subcontractors or suppliers at any tier whose direct economic interest would be affected by an award or failure to amend a Contract, a provision of the specifications, or a bid or proposal submitted to the City of Placerville by a prime Consultant, or by the interpretation of the provisions of such documents. Submission of a bid or sub-bid protest will be deemed a waiver of any protest to any provision of the specifications which is not the subject of the protest, and entitle the bidder/proposer or sub-bidder/sub-consultant only to protest any subsequent recommendations/decisions of the City of Placerville staff, the City Manager, or the City Council to disqualify the bidder/proposer, reject its bid/proposal, or award the Contract.

## **F. TIME FOR FILING A PROTEST**

Protest to any particular provision of the specification must be received by the City of Placerville no later than five (5) working days prior to the date established in the RFP as the deadline for the submittal of bids, proposals or qualifications. Protests of staff's recommendation to the City Council pertaining to the award of a Contract or the list of qualified proposers responding to an RFP must be received by the City of Placerville no later than five (5) working days from the date of the letter providing notice of the staff recommendation.

#### **G. FORM FOR FILING A PROTEST**

Protests must be addressed to the Placerville City Manager, 3101 Center Street, Placerville, CA 95667. Protests must be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest must be submitted by the protestor in the time and manner specified in this Article. The City Manager or his/her designee will provide notice, by telephone or by letter, to all bidders or proposers known to the City of Placerville for the Contract that is the subject of the protest. Such notice will state that a protest has been filed with the City of Placerville and identify the name of the protestor. The notice will be given not more than five (5) working days after receipt of a properly filed protest. The notice will state that interested parties will receive further information relative to the protest only if they submit a written request to the City Manager.

#### **H. THE CITY OF PLACERVILLE'S PRELIMINARY RESPONSE TO A PROTEST**

All City of Placerville responses to a protest will be issued in writing. The City Manager will designate a City staff person who, not more than ten (10) working days after receipt of a properly filed protest, will prepare and mail the following information to the protestor and all interested parties requesting such information:

- 1) A preliminary staff response to the protest including a brief explanation of the rationale supporting the response; and
- 2) The proposed time, date and place of the meeting at which the protestor and The City of Placerville staff will attempt to resolve the protest, if such a meeting is appropriate in the judgment of the City Manager.

Within five (5) working days after the meeting, or if no meeting is scheduled, within five (5) calendar days after the date the City of Placerville's response was mailed, the protestor must give the City Manager written notice that the protest is withdrawn or, alternatively, that the protestor requests further consideration of the protest.

If the protestor fails to deliver such notice to the office of the City Manager by the applicable deadline, the protest will be deemed withdrawn.

#### **I. FURTHER INVESTIGATION OF PROTEST**

If a protest is not withdrawn the City Manager or his/her designee will further investigate the protest. The City Manager may contract for third-party consulting services to investigate a protest, when necessary. The City Manager may negotiate with the protestor and other interested parties to share the cost of such consulting services. As part of the investigation, the City Manager or his/her designee will establish reasonable times when the City of Placerville, the protestor, and other interested parties will exchange all documents and arguments relevant to the protest.

Upon written request of the protestor, the City Manager may forward the protest and the City of Placerville's staff response to the City Council for decision without further investigation of the protest by the City Manager. If the City Manager elects to proceed without further investigation of the protest, the prior City of Placerville staff response

will be the recommendation of the City Manager and the City Manager will proceed as set out as follows in section J. City Manager's Recommendation or Decision.

**J. CITY MANAGER'S RECOMMENDATION OR DECISION**

Following investigation, the City Manager will distribute to the protestor, and all interested parties requesting such information, either a written decision, if the City Manager is awarding authority, or a written recommendation that the City Manager will submit to the City Council to resolve the protest, if the City Council is the awarding authority. The City Manager's written decision is final. Within five (5) working days after the date of the letter transmitting the City Manager's recommendation on the protest, the protestor must notify the City Manager in writing whether that the protest is withdrawn or that the protestor requests the protest continue to the City Council for decision. If the protestor fails to submit such a notice, the protest will be deemed to be withdrawn and all proceedings will cease.

**K. SUBMITTAL OF PROTEST TO THE CITY COUNCIL**

If the protest is continued to the City Council for resolution, the protestor, and all interested parties requesting such information, will be notified of the date, time and place of the City Council's hearing at which the protest will be considered; and the date that the protestor and other interested parties must submit written comments with respect to the recommendation. The date established by the City Manager for submittal of comments by the protestor and other persons will allow a reasonable period for rebuttal and may vary according to the complexity of the particular protest.

A copy of the agenda package sent to City Council members prior to a protest hearing will be sent to the protestor and sent or made available to any interested person at least five (5) working days before the hearing and will include the City Council's recommendation and all written comments received from the protestor and other persons within the submittal period. If the City Manager has revised his/her recommendation since its distribution, a written description of the new intended decision and the reason(s) for revision will be sent to the protestor and sent or otherwise made available to any interested person.

**L. CITY COUNCIL'S DECISION**

At the City Council meeting scheduled for the protest hearing, the City Council, in its discretion, may conduct the hearing and/or continue the hearing to a subsequent City Council meeting, or hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision including findings of fact.

At the hearing, the Mayor may announce procedural rules, including those that are reasonably necessary to preclude repetitious or irrelevant testimony. The City of Placerville staff, the protestor, and any interested person may present evidence relating to the protest. If either party arranges for the use of a court reporter to transcribe the hearing, the other party must share the cost of transcribing the hearing if it requests a copy of the transcript.

If an impartial hearing officer conducts the hearing, the City will provide written notice to the protestor, and all interested parties requesting such information, of the

date, time and place of the City Council meeting at which the hearing officer's recommendation will be considered for adoption, and the date that the protestor must provide written comments for submittal to the City Council. A copy of the documents pertaining to the protest that is provided to the City Council with its meeting agenda will be sent to the protestor at least five (5) days before the meeting.

In rendering its decision on the protest, the City Council, in its discretion, may adopt the decision recommended by the City Manager, adopt the written recommendation and findings of fact prepared by a hearing officer, or adopt a separate decision. The protestor and all interested parties will be notified in writing of the final decision of the City Council within thirty (30) calendar days from the date of the City Council meeting.

#### **M. WAIVER OF DAMAGES**

By submitting a bid/proposal or sub-bid/sub-proposal, each bidder/proposer and sub-bidder/sub-proposer agrees that in the event that it submits any protest to the terms of the specifications or to any subsequent decision of the City of Placerville staff, City Manager or City Council. The City of Placerville retains the discretion to reject all bids/proposals or to make no decision whatsoever. If the City of Placerville City Manager or City Council rejects all bids/proposals for any reason, or overrules any protest and awards the Contract, the protesting entity waives all claims, rights and causes of action for loss of anticipated profits from the Contract or any subcontract, regardless of whether the City of Placerville's decision is subsequently invalidated by a court of law. The City of Placerville will be deemed to have relied to its detriment on such waiver in deciding either to reject all bids/proposals or to award the Contract. Any attempted reservation of rights waived herein will be grounds to reject a bid as nonresponsive.

**ATTACHMENT A**



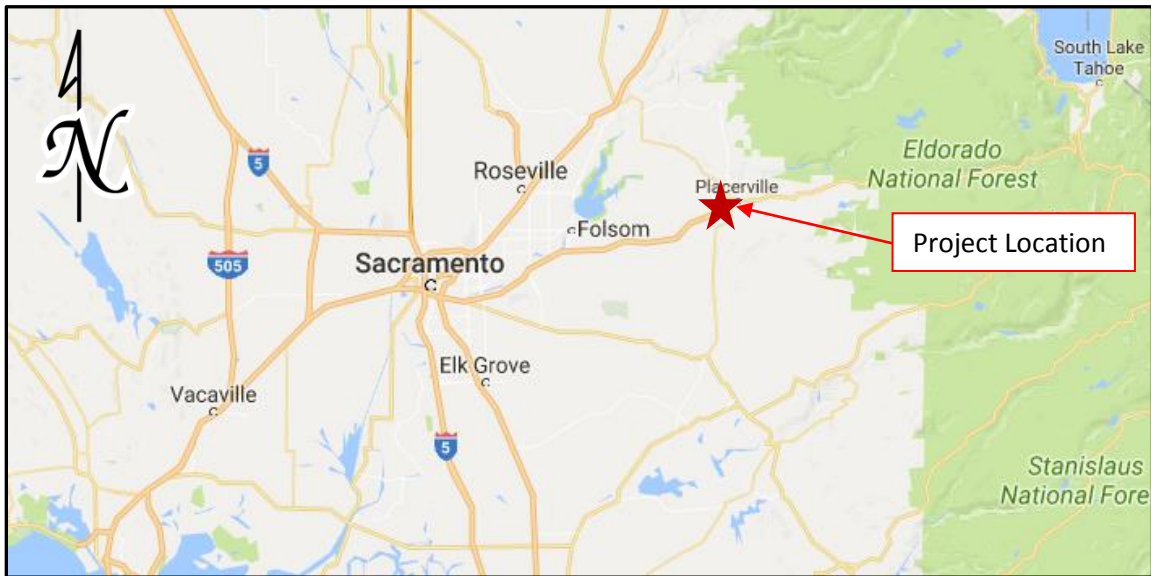
## City of Placerville

### Engineering Department

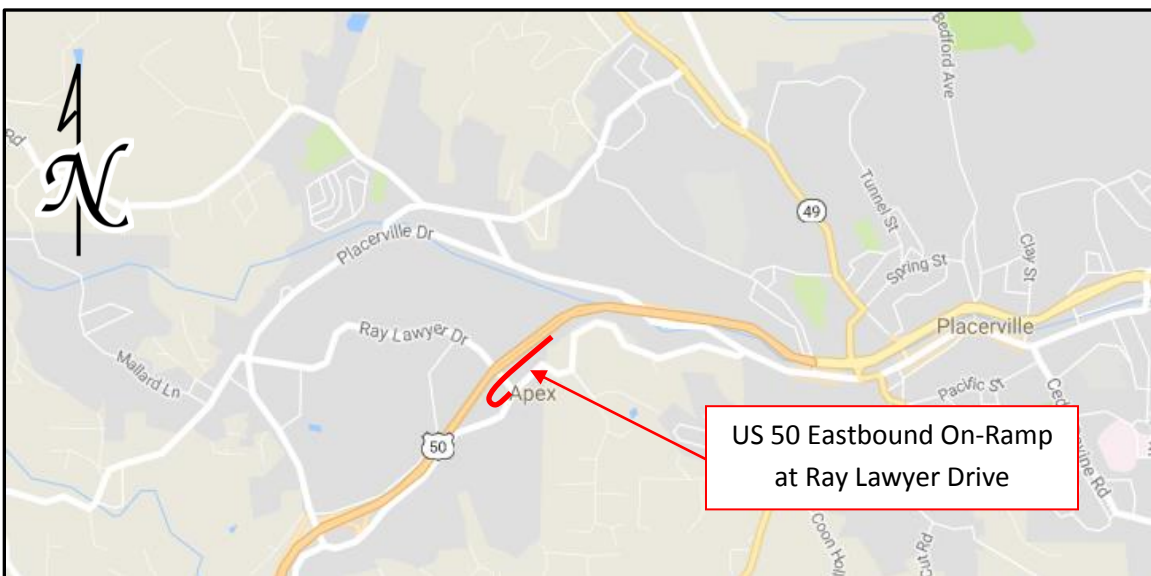
3101 Center Street, Placerville, CA 95667

(530) 642-5250

### Western Placerville Interchanges Phase 2.2 Eastbound On-Ramp



Project Vicinity Map – No Scale

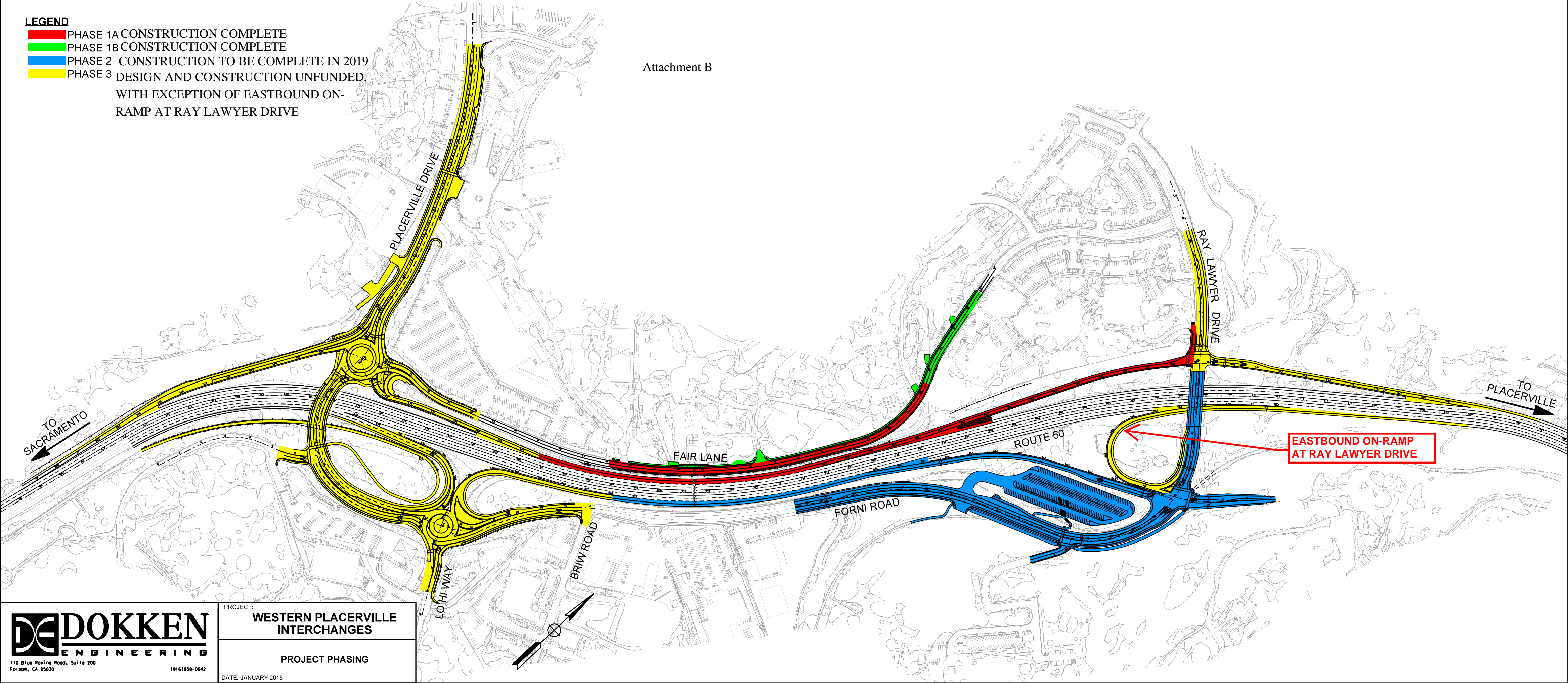


Project Location Map – No Scale



- LEGEND**
- PHASE 1A CONSTRUCTION COMPLETE
  - PHASE 1B CONSTRUCTION COMPLETE
  - PHASE 2 CONSTRUCTION TO BE COMPLETE IN 2019
  - PHASE 3 DESIGN AND CONSTRUCTION UNFUNDED,  
WITH EXCEPTION OF EASTBOUND ON-  
RAMP AT RAY LAWYER DRIVE

Attachment B





## **ATTACHMENT C**

### **SCOPE OF WORK**

#### **Task 1 – Project Management**

The Consultant will provide professional and technical services for the environmental support tasks and design of the project. The following is a list of typical duties of the Consultant:

- Develop a project team and prepare detailed project scope of work, activities, schedule, and work plan. Provide clear definition of the work to be completed with corresponding task budget. Define key issues and goals and coordinate responsibilities of the project team members and subconsultants.
- Hold regular project team coordination and status meetings, including the project kick-off meeting. Prepare meeting agendas and meeting notes, and maintain a list of action items. Meetings should be held a minimum of once a month.
- Prepare monthly progress reports identifying deliverables submitted, challenges encountered, outstanding issues, milestone progress, etc.
- Provide and maintain a project schedule. Schedule updates should be provided to the City on a monthly basis and should include planned versus actual dates.
- Identify key stakeholders for the project. Organize and attend public meetings and meetings with property owners and stakeholders, as needed.
- Comply with the Local Assistance Procedures Manual (LAPM) and assist the City with all forms and documents required by the LAPM.
- Assist the City in preparing Request for Authorization forms and CTC funding allocations.
- Identify and prepare any documents and reports required by Caltrans.
- Assist the City with any design and construction Cooperative Agreements.

#### **Deliverables:**

- Scope of Work
- Project Schedule
- Monthly Progress Reports
- Meeting Notes
- LAPM documents/forms as required
- Funding documents/forms as required
- Caltrans documents/forms as required
- Agreements as required

#### **Task 2 – Survey and Base Mapping**

The Consultant shall review the topographic survey provided by R.E.Y. Engineers, Inc. and conduct a field review at the site prior to starting work. If it is determined that additional survey

## **ATTACHMENT C**

information is needed at any point during the duration of the project, then the Consultant will prepare a survey request for City review and approval. All topographic survey files will be provided in AutoCAD/Civil 3D 2018 format.

### **Deliverables:**

- Field review and topographic survey review
- Supplemental Topographic Survey (Optional Task)

### **Task 3 – Environmental Support Task**

The environmental support task is anticipated to include coordination with the City's Environmental Consultant on the project, and work together with the common goal of timely delivery of the project. At a minimum, this task will include Revalidation of the NEPA document prior to construction.

Typical environmental support tasks may include, but are not limited to:

- Review existing documents, data and information
- Coordinate with the City's Environmental Consultant, as needed
- Review the status of regulatory agency permits
- NEPA Revalidation prior to construction.

### **Deliverables:**

- NEPA Revalidation prior to construction

### **Task 4 – Preliminary Engineering**

The preliminary design plans shall be created using AutoCAD/Civil 3D 2018. Using the preliminary horizontal and vertical alignments established during the project approval process (the Geometric Approval Drawings will be provided to the Consultant), preliminary 35% plans should be developed. Preliminary right-of-way and existing utilities will also be shown on the preliminary design plans. The Consultant shall also prepare a 35% design construction cost estimate for the project.

### **Deliverables:**

- 35% Plans (11"x17") and Estimate (PDF)

### **Task 5 – Utility Coordination**

The Consultant shall facilitate all utility coordination for the project. Due to Federal Participation on the project, all utility coordination will be subject to the requirements of Chapter 14 of the Caltrans LAPM.

#### **Task 5.1 – Utility Verification**

Upon project kick-off, the Consultant will contact utility companies for initial utility verification for Western Placerville Interchanges Project Phase 2.2. All existing utilities shall be plotted on a Utility Plan sheet following Caltrans standards and procedures.

## **ATTACHMENT C**

### **Deliverables:**

- Copy of Utility Verification letters and responses
- Existing Utilities Plan sheet

### **Task 5.2 – Utility Conflict Resolution and Liability Determination**

The Consultant will identify utility conflicts, coordinate utility conflict resolution, and determine utility liability, as needed. The Consultant shall perform potholing to positively identify the location of existing utilities that are potentially in conflict with the proposed project. The potholing results shall be used to prepare utility conflict resolution and utility relocation plans. After the utility conflict resolution and relocation plans have been approved and liability is determined, the Consultant shall prepare the Report of Investigation, Notice to Owner letters, and Utility Agreements, and coordinate submittals to Caltrans, as needed.

All utility coordination letters shall be on City letterhead, and all letters and maps shall be submitted to the City for review prior to sending to the utility companies.

### **Deliverables:**

- Copy of liability letters, conflict resolution maps, and responses
- Potholing Map for City review prior to potholing, and potholing results
- Proposed Utility Relocation Plans
- Copy of Report of Investigation Packages, Notice to Owner letters, draft and final Utility Agreements

### **Task 6 – Right-of-Way Services**

#### **Task 6.1 – Right-of-Way Verification**

Upon project kick-off, the Consultant will review the Geometric Approval Drawings and project footprint and determine if the project will have any right-of-way needs including any acquisitions, Temporary Construction Easements, and/or Permits to Enter and Construct.

#### **Task 6.2 – Right-of-Way Engineering**

The Consultant shall perform all right-of-way engineering services for document preparation, property appraisal, and property acquisition for the project consistent with all State and Federal requirements, including Chapter 13 of the Caltrans LAPM.

Depending on the outcome of Task 6.1, the Consultant will conduct all property appraisal and acquisition tasks, as needed. The Consultant shall submit to the City for review and approval all appraisal and draft purchase and sale agreements prior to presentation to the property owner.

During final design, the Consultant shall assist the City in obtaining Caltrans Right-of-Way Certification.

### **Deliverables:**

- Electronic copy (Civil 3D 2018) boundary survey base mapping

## **ATTACHMENT C**

- Copies of Title Reports (As needed)
- 2 copies of Plats and Legal Descriptions (As needed)
- 2 copies of property appraisals (As needed)
- 2 copies of purchase and sale agreements (As needed)
- Copies of all Right-of-Way Certification forms and documents

### **Task 7 – Final Design**

The Consultant shall prepare 65% Plans and Estimate, and 95%, 100%/Final Plans/Bid Documents, Specifications, and Estimate (PS&E) for the design of the on-ramp, on-ramp lighting, retaining wall(s), and storm drainage facilities in accordance with the 2018 Caltrans Standard Plans and Specifications and City of Placerville policies, procedures, manuals, and standards. The design plans shall be created using AutoCAD/Civil 3D 2018. The detailed Engineer's Estimate should identify final pay and specialty items as described in the 2018 Caltrans Standard Specifications and in accordance with the coded Caltrans 2018 Bid Items. The final Engineer's Estimate shall be accompanied by quantity calculations.

The Consultant shall prepare the necessary technical studies need to deliver the standalone on-ramp project. The City anticipates that the Consultant will need to prepare a supplemental geotechnical memo, supplemental drainage memo, and storm water data report.

#### **Task 7.1 Supplemental Geotechnical Memo**

The supplemental geotechnical memo shall be prepared to determine and define all subsurface conditions along the project. At a minimum the memo will summarize field investigations and testing performed; describe the details of the existing and proposed roadway structural sections; include foundation design recommendations for any new structures; and include any recommendations for grading.

##### **Deliverables:**

- Electronic and hard copies of draft and final geotechnical memo

#### **Task 7.2 Supplemental Drainage Memo and Storm Water Data Report**

The Consultant will prepare a supplemental drainage memo covering the eastbound on-ramp portion of the overall WPI project. It is also anticipated that a Storm Water Data Report will need to be prepared and submitted to Caltrans.

##### **Deliverables:**

- Electronic and hard copies of draft and final reports

#### **Task 7.3 65% P&E**

The Consultant shall prepare 65% Plans and Estimate for the Western Placerville Interchanges Phase 2.2 Project. The Consultant will be responsible for reviewing all Design Standard

## **ATTACHMENT C**

Decision Documents previously prepared for the Supplemental Project Report, and determine if any revisions are necessary.

The 65% plans should, at a minimum, include:

- Typical cross sections
- 65% complete horizontal, vertical, and superelevation design
- Construction details
- Temporary water pollution control
- Erosion control
- Contour grading
- Drainage design and drainage details
- Utilities
- Stage construction and traffic handling
- Pavement delineation and signs
- Retaining wall plans and elevation
- Electrical and traffic signal modifications

### **Deliverables:**

- One set of 22"x34" and four sets of 11"x17" bond copies, and one PDF copy of the complete plans for City review
- Two sets of 22"x34" and four sets of 11"x17" bond copies for Caltrans review
- Four hard copies and one PDF copy of the Engineer's Estimate for Construction

### **Task 7.4 95% PS&E**

The Consultant shall prepare 95% Plans, Specifications, and Estimate (PS&E) based on comments received and further development of the 65% design. The City will provide written comments on the 65% documents, and the Consultant shall respond in writing to each comment. The Consultant shall be responsible for identifying and preparing documents requiring review by other agencies, coordinating the review, and addressing any comments received from the City's Construction Management Consultant. Caltrans review of all submittals is required.

### **Deliverables:**

- One set of 22"x34" and four sets of 11"x17" bond copies, and one PDF copy of the complete plans for City review
- Two sets of 22"x34" and four sets of 11"x17" bond copies for Caltrans review
- Four hard copies and one PDF copy of the Engineer's Estimate for Construction
- Two hard copies and one Word document copy of the Specifications
- One copy of Response to Comments
- Civil 3D files as requested

### **Task 7.5 Final PS&E and Bid Documents**

## **ATTACHMENT C**

The Consultant shall prepare draft (100%) and Final PS&E for the Western Placerville Interchanges Phase 2.2 Project. These final bid documents shall include any environmental mitigation measures required of the project. The draft (100%) plans shall be submitted to the City and Caltrans for one final check. After receipt of final approval, an original set of stamped and signed plans, copies of the bid documents, and an engineer's estimate shall be submitted to the City for its use in soliciting construction bids.

### **Deliverables:**

- Signed and stamped final plans: one set of 22"x34", one set of 11"x17" bond copies, and one PDF full-size copy
- One hard copy and one Excel copy of the Engineer's Estimate
- One signed and stamped copy of the Specifications, and one electronic (Word document) copy.
- Quantity calculations
- Construction cross sections at 25-foot intervals with all significant construction offsets and elevations appropriately labeled
- Resident Engineer Pending File
- Civil 3D files as requested
- Copies of agency approvals and permits not already provided to the City.

### **Task 7.6 Caltrans Encroachment Permit**

The Consultant will prepare the Caltrans Encroachment Permit with support from City staff. The Encroachment Permit process will begin after the Consultant has received 65% review comments from the City and Caltrans, and this task should be closely tracked in the project schedule to ensure timely delivery.

### **Deliverables:**

- Caltrans Encroachment Permit

### **Task 8 – Bid Assistance**

The Consultant shall provide clarification and information about the PS&E package during the construction advertising and bidding process. The Consultant shall assist the City in the preparation of any addenda to the PS&E during the advertisement period. Additionally, the Consultant shall be responsible for resolving any design discrepancies and errors identified during construction at no additional cost to the City and shall be resolved in a timely manner to ensure construction delays are avoided or minimized.

The Consultant shall attend the project pre-bid meeting and take notes. The Consultant shall review and comment on pre-bid meeting notes to determine any necessary addenda. The Consultant shall prepare any plan revisions as determined necessary by addenda.

### **Deliverables:**

## **ATTACHMENT C**

- Attend pre-bid meeting and take notes
- Provide clarification and revisions of documents during advertising and preparation of any addenda, as required

### **Task 9 – Construction Support (Optional Task)**

The Consultant will provide Construction Support Engineering and Record Drawing services, as requested by the City. This task should include design services during a nine month construction period and include the preparation of Requests for Information and as-built documents.

#### **Deliverables:**

- Response to RFIs
- As-builts and Record Drawings

**ATTACHMENT D**  
**SAMPLE AGREEMENT FOR ENGINEERING SERVICES**

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THIS AGREEMENT made and entered by and between the City of Placerville, a political subdivision of the State of California (hereinafter referred to as "City") and CONSULTANT, a company duly qualified to conduct business in the State of California, whose principal place of business is Somewhere Street, Some City, CA ZIP, (hereinafter referred to as "CONSULTANT");

**WITNESSETH**

**WHEREAS**, City has determined that it is necessary to obtain a consultant to provide engineering services for engineering design and environmental consulting services and bid document preparation for the Western Placerville Interchanges Phase 2.2 – Eastbound On-ramp Project.

**WHEREAS**, CONSULTANT has represented to City that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and City has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws.

**NOW, THEREFORE**, City and CONSULTANT mutually agree as follows:

**ARTICLE I – SCOPE OF SERVICES**

CONSULTANT agrees to provide engineering design services to City as those services are described in CONSULTANT'S Scope of Work Exhibit "A", incorporated herein and made by reference a part hereof.

**ARTICLE II – TERM/PERFORMANCE PERIOD**

This contract shall go into effect on (DATE), contingent upon approval by City, and CONSULTANT shall commence work after notification to proceed by City's Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

CONSULTANT is advised that any recommendation by City staff for contract award is not binding on City until the contract is fully executed and approved by City Council and staff.

**ARTICLE III – COSTS AND PAYMENTS**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. City will reimburse CONSULTANT for actual costs (of which include labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal Exhibit "B", unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in the Cost Proposal. In the event, that City determines that a change to the work from that specified in



## **ATTACHMENT D**

the Cost Proposal and contract is required, the contract time or actual costs (per Exhibit "C") reimbursable by City shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

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

City of Placerville  
Attn: Melissa McConnell  
3101 Center St.  
Placerville, CA 95667
- H. The total amount payable by City including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by City's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.
- J. Payment for Services shall be made within thirty (30) days following City receipt and approval of itemized invoice(s) detailing services rendered.
- K. The City shall hold 5% retainage from the prime CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime CONSULTANT based on these acceptances. The prime CONSULTANT, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial

## **ATTACHMENT D**

remedies, otherwise available to the prime CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime CONSULTANT and subconsultants.

### **ARTICLE IV – DEFAULT, TERMINATION AND CANCELLATION**

- A. City reserves the right to terminate this contract with or without cause upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. City may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this contract with CONSULTANT, City shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion City exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the City shall be liable if this contract is terminated is \_\_\_\_\_ dollars.
- D. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice.
  - 1. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.
  - 2. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- E. Bankruptcy: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- F. Ceasing Performance: City may terminate this Agreement in the event CONSULTANT ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- G. Termination or Cancellation without Cause: City may terminate this Agreement in whole or in part thirty (30) calendar days upon written notice by City for any reason. If such prior termination is effected, City will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONSULTANT, and for such other services, which City may agree to in writing as necessary for contract resolution. In no event, however, shall City be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, City reserves the right to take over and complete the work by contract or by any other means.

### **ARTICLE V – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

## **ATTACHMENT D**

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

### **ARTICLE VI – RETENTION OF RECORDS/AUDIT**

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

### **ARTICLE VII – AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by City will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by City contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by City at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

## **ATTACHMENT D**

### **ARTICLE VIII – SUBCONTRACTING**

CONSULTANT is engaged by City for its unique qualifications and skills as well as those of its personnel.

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

### **ARTICLE IX – EQUIPMENT PURCHASE**

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

### **ARTICLE X – STATE PREVAILING WAGE RATES**

## **ATTACHMENT D**

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

### **ARTICLE XI – CONFLICT OF INTEREST**

No official or employee of City who exercises any functions or responsibilities in review or approval of services to be provided by CONSULTANT under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

- A. 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.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- E. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

### **ARTICLE XII – REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

### **ARTICLE XIII – PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United

## **ATTACHMENT D**

States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

### **ARTICLE XIV – CHANGES TO AGREEMENT**

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

### **ARTICLE XV – CONSULTANT TO CITY**

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from City and its staff. It is further agreed that in all matters pertaining to this Agreement, CONSULTANT shall act as CONSULTANT only to the City and shall not act as CONSULTANT to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONSULTANT's responsibilities to the City during term hereof.

### **ARTICLE XVI – INDEPENDENT CONSULTANT**

CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement.

CONSULTANT exclusively assumes responsibility for acts of its employees, associates and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONSULTANT shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. City shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONSULTANT or its employees.

### **ARTICLE XVII – NOTICE TO PARTIES**

## **ATTACHMENT D**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to City shall be in duplicate and addressed as follows:

CITY OF PLACERVILLE  
ENGINEERING DEPARTMENT  
3101 CENTER STREET  
PLACERVILLE, CA 95667  
ATTN: Melissa McConnell, City Project Manager

Or to such other location as the City directs.

Notices to CONSULTANT shall be addressed as follows:

CONSULTANT  
SOME STREET  
SOMEWHERE, CA ZIP  
ATTN: John Doe, Project Manager

Or to such other location as the CONSULTANT directs.

### **ARTICLE XVIII – INDEMNITY**

To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the CITY and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, City employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors and subcontractors but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the willful misconduct by the City, its officers, official employees, and volunteers. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

### **ARTICLE XIX – INSURANCE**

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish City a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than two million dollars (\$2,000,000) of professional liability and auto insurance per occurrence
- B. The Certificate of Insurance will provide:
  - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to City.
  - 2. That City, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
  - 3. That City will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance

## **ATTACHMENT D**

coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of City. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, City may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

### **ARTICLE XX – CALIFORNIA RESIDENCY**

All independent consultants providing services to the City must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The CONSULTANT will be required to submit a Form 590 prior to execution of a contract or City shall withhold seven (7%) percent of each payment made to the CONSULTANT during term of the contract. This requirement applies to any agreement/contract exceeding \$1,500.00.

### **ARTICLE XXI – TAXPAYER IDENTIFICATION NUMBER**

All independent Consultants or Corporations providing services to the City must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

### **ARTICLE XXII – CITY BUSINESS LICENSE**

To conduct business within the City of Placerville CONSULTANT must be in possession of a valid City Business License.

### **ARTICLE XXIII – ADMINISTRATOR**

The City Officer or employee with responsibility for administering this contract is the City Engineer, or successor.

### **ARTICLE XXIX – AUTHORIZED SIGNATURES**

The parties to this contract represent that the undersigned individuals executing this contract on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

### **ARTICLE XXV – PARTIAL INVALIDITY**

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

### **ARTICLE XXVI – DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City's Contract Administrator, City Engineer and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by the City Manager of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.
- D. Prior to either party filing for litigation, any remaining disputes or unresolved claims shall be submitted to non-binding arbitration or mediation. Any dispute resolution action arising out of this



## **ATTACHMENT D**

Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. CONSULTANT waives any removal rights it might have under Code of Civil Procedure Section 394.

### **ARTICLE XXVII – AGREEMENT DEFINITION**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

### **ARTICLE XXVIII – EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **ARTICLE XXIX – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

- A. This contract is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 15%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) 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

## **ATTACHMENT D**

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 Local Assistance Procedures Manual EXHIBIT 10-R A&E Sample Contract Language Page 16 of 21 January 2018 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.
- L. All subcontracts awarded by CONSULTANT shall contain the provisions included in this Article.

### **TITLE XXX – STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated 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.

## **ATTACHMENT D**

- 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.

### **ARTICLE XXXI – DEBARMENT AND SUSPENSION CERTIFICATION**

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

### **ARTICLE XXXII – FUNDING**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the City's governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. City has the option to void the contract under the 30-day termination clause pursuant to Article IV, or by mutual agreement to amend the contract to reflect any reduction of funds.

### **ARTICLE XXXIII – INSPECTION OF WORK**

## **ATTACHMENT D**

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

### **ARTICLE XXXIV – OWNERSHIP OF DATA**

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

### **ARTICLE XXXV – CLAIMS FILED BY CITY’S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by City’s construction contractor relating to work performed by CONSULTANT’s personnel, and additional information or assistance from CONSULTANT’s personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with City’s construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT’s personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT’s personnel services under this contract.
- C. Services of CONSULTANT’s personnel in connection with City’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

### **ARTICLE XXXVI – CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to City’s operations, which are designated confidential by City and made available to CONSULTANT in

## **ATTACHMENT D**

order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than City.

### **ARTICLE XXXVII – CONTINGENT FEE**

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

### **ARTICLE XXXVIII – SAFETY**

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

**ATTACHMENT D**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

**-- C I T Y O F P L A C E R V I L L E --**

**-- C O N S U L T A N T --**

Date: \_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
M. Cleve Morris, City Manager

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Print Name

Attachments:

Exhibit A: Consultant Scope

Exhibit B: Consultant Cost Proposal

Exhibit C: Consultant Rate Schedule

**ATTACHMENT E****EXHIBIT 10-H1 COST PROPOSAL** Page 1 of 3**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

Consultant \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)	_____	_____	\$ _____	\$ _____

**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**

d) Fringe Benefits (Rate: \_\_\_\_\_ %) e) Total Fringe Benefits [(c) x (d)] \$ \_\_\_\_\_

f) Overhead (Rate: \_\_\_\_\_ %) g) Overhead [(c) x (f)] \$ \_\_\_\_\_

h) General and Administrative (Rate: \_\_\_\_\_ %) i) Gen &amp; Admin [(c) x (h)] \$ \_\_\_\_\_

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ \_\_\_\_\_**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee \_\_\_\_\_ %] \$ \_\_\_\_\_**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	_____	_____	\$ _____	\$ _____
Equipment Rental and Supplies	_____	_____	\$ _____	\$ _____
Permit Fees	_____	_____	\$ _____	\$ _____
Plan Sheets	_____	_____	\$ _____	\$ _____
Test	_____	_____	\$ _____	\$ _____

l) **TOTAL OTHER DIRECT COSTS** \$ \_\_\_\_\_**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \$ \_\_\_\_\_

Subconsultant 2: \$ \_\_\_\_\_

Subconsultant 3: \$ \_\_\_\_\_

Subconsultant 4: \$ \_\_\_\_\_

m) **TOTAL SUBCONSULTANTS' COSTS** \$ \_\_\_\_\_n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ \_\_\_\_\_**TOTAL COST** [(c) + (j) + (k) + (n)] \$ \_\_\_\_\_**NOTES:**

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

## EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

**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)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	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		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$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 Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

## 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.



**EXHIBIT 10-H1 COST PROPOSAL** Page 3 of 3

**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
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
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:

**ATTACHMENT F****EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: City of Placerville 2. Contract DBE Goal: 15%  
 3. Project Description: \_\_\_\_\_  
 4. Project Location: \_\_\_\_\_  
 5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐

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

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.

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

The Agency has established a DBE goal for this Contract of 15%

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 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.

**ATTACHMENT H**  
**EXHIBIT 10-A**

**A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST**

**Caltrans Division of Local Assistance**

**(Completed by Local Agencies, One per Contract)**

**(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)**

**(For Amendments, use only when there are additional subconsultants or changes in ICR)**

**EMAIL TO:**

California State Department of Transportation  
Independent Office of Audits and Investigations  
[conformance.review@dot.ca.gov](mailto:conformance.review@dot.ca.gov)

Attention: Audit Manager, External Contracts-Local Agencies

Date: \_\_\_\_\_

Federal Project Number: \_\_\_\_\_

The following applicable documents are attached for proposed A&E Consultant Contract No. \_\_\_\_\_ at a proposed Contract or Amended amount of \$ \_\_\_\_\_, with \_\_\_\_\_  
(Prime Consultant's full legal name)

The Project Description is **(Identify if an Amendment or a New Contract)**: \_\_\_\_\_

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

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5 or N/A (see below)	Caltrans ICR Acceptance ID # (if available)

Note: Add pages if necessary.

N/A applies to Consultants with participation amount less than \$150,000

**I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts  $\geq$  \$150,000\* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:**

Minimum Requirements

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
- 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) – Completed by Consultants
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
- 4) Points of contact for Local Agency and Prime Consultant

Name \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Local Agency and Department \_\_\_\_\_

Address \_\_\_\_\_

**\*Consultants with multi-year Contracts that begin at \$150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.**

**CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS  
FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS  
ON LOCAL GOVERNMENT AGENCY CONTRACTS**

**All Prime & Sub-consultants must submit the following minimum requirements for contracts ≥ \$150,000:**

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed by Local Agency for each contract (1)
- 2) Cost Proposals (*Examples at Exhibit 10-H1 through 10-H4*) - Completed by Consultants
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (*except for firms requesting Safe Harbor Rate*)
- 4) Local Agency and Prime Consultant's Points of Contact

Type of Financial Documents and Information for ICR FYE proposed *	If not Categories 1-3				
	CATEGORY 1:  Firms with Cognizant Approval Letter for ICR FYE proposed	CATEGORY 2:  Firms with Caltrans Acceptance ID Number for ICR FYE proposed **	CATEGORY 3:  Firms Requesting Safe Harbor Rate (SHR)	CATEGORY 4:  Contracts ≥ \$150K to < \$1M and participating amounts ≥ to \$150K	CATEGORY 5:  Contracts ≥ \$1M and participating amounts ≥ \$150K
	<b>For all Prime and Sub-consultants</b>				
Cognizant Approval Letter for the FYE proposed ( <i>issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ</i> )	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ★ <i>Prime Consultant must have a CPA Audited ICR Report if contract is ≥ \$1M, regardless of Prime Consultant's participation amount.(2)</i>				✓	★
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B (3)				✓	✓
Post Closing Trial Balance (4)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (4)					✓
Prevailing Wage (PW) Policy for PW contracts (5)	✓	✓	✓ ***	✓	✓
<b>When applicable, additional documents may be requested:</b>					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (4)					
Chart of Accounts					
Income Statement (4)					
Labor Summary Report (6)					
Related Party Rent Analysis (4)					
Vehicle, Equipment, and Other Direct Costs Schedules (4)					
<b>Safe Harbor Rate Documents:</b>					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
<i>Additional Documents Required</i>	2	2	2	3	8



\* ICR FYE = Indirect Cost Rate Fiscal Year End. All items on this checklist may not be all inclusive. A&I reserves the right to request additional documents as deemed necessary.

\*\* Caltrans ICR Acceptance ID # is an identification number issued by Caltrans 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 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](http://www.dot.ca.gov/audits).

- (1) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.
- (2) 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 notes will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 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 A&I. For financial document packages received from January 1, 2018 to June 30, 2018, the 2016 FYE ICR must be submitted or the FYE 2017 ICR if available. For financial document packages received from July 1, 2018 to December 31, 2018, the 2017 ICR must be submitted.
- (3) Go to AASHTO website @ [audit.transportation.org](http://audit.transportation.org), for Appendix B-Internal Control Questionnaire
- (4) Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31.
- (5) 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 A&I's PW Interpretive Guidance on [www.dot.ca.gov/audits](http://www.dot.ca.gov/audits).
- (6) Document/Report must summarize total labor costs that agree to total direct labor and total indirect labor amounts included in the fiscal year ICR schedule proposed on the contract. Uncompensated overtime must be presented for salaried/exempt 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.ca.gov/audits](http://www.dot.ca.gov/audits).

## ATTACHMENT I

## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
---	---	---

<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____
--	--

<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____  CFDA Number, if applicable _____
--	---

<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> _____
--	---

<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  _____ (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  _____ (attach Continuation Sheet(s) if necessary)
---	---

<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____
--	---

<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  _____ (attach Continuation Sheet(s) if necessary)
---	--

<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>
---	--

	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
--	---

Authorized for Local Reproduction  
 Standard Form - LLL

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04