

CITY OF PLACERVILLE
Engineering Department



REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND PUBLIC OUTREACH
SERVICES

for

Placerville Drive Bridge Replacement (CIP #41410) and
Placerville Drive Bicycle and Pedestrian Facilities Phase 1 (CIP #418164)

Federal Project No. 5015(024) and
Federal Project No. 5015(040), *respectively*

Release Date: July 16, 2026
Proposals due by: August 13, 2026 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



City of Placerville

Engineering Department
3101 Center Street
Placerville, CA 95667
Phone: (530) 642-5250

July 16, 2026

TO: Qualified Engineering Consultants

SUBJECT: **REQUEST FOR PROPOSALS NOTICE**
PLACERVILLE DRIVE PROJECTS

Dear Qualified Engineering Consultant Team:

Notice is hereby given that Proposals will be received at the City of Placerville (3101 Center Street, Placerville, CA 95667) until **Thursday, August 13, 2026 at 3:00 P.M.** local time, for furnishing all labor, materials and equipment, and performing the scope of work necessary and incidental to:

Provide construction management services, including Resident Engineer, inspection, materials testing, construction staking quality control, public outreach services and construction contract administration services for the federally-funded Placerville Drive Bridge Replacement and Placerville Drive Bicycle and Pedestrian Facilities Phase 1.

Construction work, inclusive of both projects, includes: demolition of the existing bridge at Hangtown Creek; construction of a new two-lane bridge with two-way turn-lane, bike lanes, and sidewalks; relocation of water and sewer mains; retaining walls; roadway improvements including roadway reconstruction, curb, gutter, and sidewalk, storm drainage improvements, street lighting, traffic signal modifications, pedestrian crossing improvements, and roadway striping.

The Placerville Drive Bicycle and Pedestrian Facilities Phase 1 project limits extend on Placerville Drive from Ray Lawyer Drive to Cold Springs Road and on Green Valley Road from Mallard Lane to Placerville Drive. The Placerville Drive Bridge Replacement Project at Hangtown Creek sits within the Bicycle and Pedestrian Facilities Phase 1 limits. The City intends to construct both projects under one construction contract. Similarly, the City also intends to award one agreement for Construction Management, Inspection, and Public Outreach Services for both projects under this solicitation.



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3101 Center Street
Placerville, CA 95667
Phone: (530) 642-5250

Proposals shall be addressed to:

City of Placerville
Engineering Department
3101 Center Street
Placerville, CA 95667

Attn: Melissa Savage, P.E., City Engineer/Director of Engineering
Email: msavage@cityofplacerville.org

Consultants wishing to propose in response to this Request for Proposals (RFP) are invited to notify the City of their intent to propose by emailing Melissa Savage at the email address indicated below to be added on the Proposer List. The City reserves the right to amend this RFP by addendum prior to the final submittal date and will email any addendums to the RFP directly to the Consultants on the Proposer List.

Questions shall be addressed to Melissa Savage in writing according to the timelines indicated herein and at the address indicated above. Verbal explanation or instructions shall not be considered binding by the City of Placerville. Any modifications to this solicitation will be issued by the City of Placerville in the form of written addenda as indicated above.

This RFP does not commit the City of Placerville to award an Agreement or pay any costs associated with the preparation of a proposal. The City of Placerville reserves the right to cancel this solicitation at any time or to extend the submittal deadline.

Sincerely,

Melissa Savage, P.E.
City Engineer/Director of Engineering
Office: (530) 642-5250
Email: msavage@cityofplacerville.org

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1. INTRODUCTION

The City of Placerville (City) is soliciting Proposals from qualified firms (Proposer) to provide professional construction management, Resident Engineer, inspection, materials testing, construction staking quality assurance, environmental mitigation and monitoring coordination, public outreach, office engineer, and construction contract administration services for the **Placerville Drive Bridge Replacement (“Bridge Project”)** and **Placerville Drive Bicycle and Pedestrian Facilities Phase 1 (“Bike/Ped Project”)**, collectively referred to as **the Placerville Drive Projects**.

Major elements of construction of the Placerville Drive Projects include the following:

- Demolition of the existing two-lane bridge over Hangtown Creek;
- Construction of a new three-span Cast-in-Place/Reinforced Concrete Slab bridge founded on CIDH piles and spread footings;
- Construction of retaining walls, including Type 1 and Type 5 walls within the Bridge Project limits, and Type 6A/6B walls and block walls within the Bike/Ped Project limits;
- Removal and replacement of an El Dorado Irrigation District 10” water main attached to the existing bridge;
- Removal of a 20” City sewer main from its location in Hangtown Creek at the bridge and reconstruction to a new alignment in Placerville Drive;
- Installation of Rock Slope Protection around the bridge and creek embankments;
- Construction of curb, gutter, and sidewalk;
- Storm drainage system improvements;
- Pavement rehabilitation and roadway paving,
- Installation of new street lighting;
- Traffic signal modifications and installation of pedestrian crossing improvements;
- Installation of signing and striping; and
- Traffic control and a detour to facilitate bridge construction.

The Bike/Ped Project is located on Placerville Drive from Ray Lawyer Drive to Colds Springs Road, and on Green Valley Road from Mallard Lane to Ray Lawyer Drive. The Bridge Project is located within the Bike/Ped Project limits at Hangtown Creek. A location map is provided as Attachment A. The City intends to construct both projects together under one construction contract. Similarly, the City intends to have one Construction Management consultant team overseeing both projects. A set of the draft 100% Not for Construction Plans and Specifications for both projects are available for download from the City’s website.

The Bike/Ped Project is funded through the federal Active Transportation Program (ATP), and the Bridge Project is funded by the Highway Bridge Program (HBP) with local matching funds on both projects. The proposer must be experienced in administering construction projects with federal funds.

It is the intent of the City to have the project constructed in accordance with the project plans and specifications prepared for the project.

The tentative project schedule is as follows:

1. Proposals Due – August 13, 2026
2. Interviews – August 25, 2026
3. Award Construction Management Agreement – September 22, 2026
4. Advertise Construction Contract – October 2026
5. Award Construction Contract – December 2026
6. Begin Construction – February 2027
7. End Construction – December 2028
8. Project Close Out – May 2029

The date of the award of the Construction Management Agreement is contingent upon the City receiving federal authorization of the construction phase from FHWA/Caltrans.

It is anticipated that pre-construction services, including public outreach services, will begin immediately upon execution of the Agreement and issuance of a Notice to Proceed. Full-time construction management services will not be required until the mobilization and commencement of construction in 2027 and will continue for approximately 18 months until completion of the project. Part-time and intermittent services will be required until acceptance of the projects and through the close-out of the federal funding.

2. SCOPE OF SERVICES

The City requires the services of a competent and experienced consulting engineering firm (CM) to provide all administration and construction contract management services for the construction of the Placerville Drive Projects. The scope of services includes, but is not limited to, bidding support, preconstruction services (including a constructability review of draft 100% plans and specifications and public outreach), administration of the construction contract, public outreach, quality control, materials testing, inspection, coordination of environmental mitigation and monitoring, and surveying quality control. The successful firm shall provide a field site representative who is a licensed Professional Civil Engineer in the State of California, and who will be subject to the approval of the City to perform and function as the Resident Engineer (RE). Significant preference will be given to firms that propose an RE with at least 10 years of experience on projects of similar size and type, and that have experience administering federally funded construction contracts in accordance with Chapter 16 of the Local Assistance Procedures Manual (LAPM).

In addition to the RE, the CM firm shall provide qualified support staff, including subconsultants, to assist the City in managing the construction of the project. The CM team shall also include a designated Public Information Officer (PIO) to manage all outreach and communication to the public on behalf of the City in advance of and during the construction phase. The public outreach services scope of work shall include a detailed public information and outreach plan including all aspects of media relations and community updates.

The project construction inspectors shall have inspection experience that includes, but is not limited to,

the following areas:

- Caltrans Construction Management Protocols and Procedures
- General site preparation
- Underground utility construction, including water, sewer, and drainage facilities
- Bridge construction
- Curb, gutter, and sidewalk construction and ADA compliance
- Road construction and road widening, including subgrade, structural section and paving
- Retaining wall construction
- Electrical signal and lighting systems

The CM Project Manager (PM) and RE shall report directly to the City Engineer. The CM PM and the RE can be the same person.

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 B, but it should include any modifications or methodology suggestions based on your experience and strategies of successful project delivery. Proposers are expected to gain a thorough knowledge of the two projects and exercise professional judgment in their development of a detailed scope of work that will deliver the project.

The Consultant may develop one scope of work that identifies the tasks for each project, but a separate cost proposal must be prepared for each of the two projects.

If desired, the City can provide an office space cubicle for the CM firm located within the Engineering Department at City Hall for use during construction. The CM firm shall provide its own equipment (computers, printer, office materials, testing equipment, vehicles, etc.).

3. COST PROPOSAL/FEE

In a separate, sealed envelope, Proposers must provide two separate cost proposals (i.e., one for each project) for all services to be delivered, and a breakdown of costs delineated by tasks as described and outlined in the Scope of Services. A schedule of hourly rates in a cost-plus format for all proposed staff and the amount of time each person will devote to each 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 LAPM. Attachment C includes a sample cost proposal.

This project will require Financial Document Review from the Caltrans Independent Office of Audits and Investigations (IAOI). The review by IOAI and acceptance of the Indirect Cost Rates must be completed prior to City Council approval of the Agreement for Engineering Services. Again, the City

intends to award one Agreement for both projects.

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.

4. FEDERAL AID REQUIREMENTS

As mentioned above, the projects are funded with federal ATP and HBP funds. This project is therefore subject to the provisions of the most recent LAPM, and all applicable federal-aid requirements.

A. Disadvantaged Business Enterprise (DBE)

In accordance with the US DOT Interim Final Rule, published on October 3, 2025, this procurement does not have a consultant contract Disadvantaged Business Enterprise (DBE) goal due to the temporary suspension of the DBE program.

B. 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 D of this RFP, shall be completed and submitted with the proposal.

The successful proposer will be responsible for meeting all federal funding requirements for this project.

5. RESPONSE TO THIS RFP

Consultants wishing to propose in response to this RFP are invited to notify the City of their intent to propose by emailing the City Engineer and requesting to be added to the Proposer List. The City reserves the right to amend this RFP by addendum prior to the final submittal date and will email any addendums to the RFP directly to the Consultants on the Proposer List

Firms responding to this RFP shall submit three (3) hard copies of the proposal and one (1) electronic copy. Proposals shall be submitted in sealed envelopes or containers that bear the name and business address of the firm and shall also be plainly labeled as follows in the lower left-hand corner of the envelope:

**CITY OF PLACERVILLE
PLACERVILLE DRIVE PROJECTS
CONSTRUCTION MANAGEMENT SERVICES PROPOSAL**

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 Savage, P.E.
City Engineer/Director of Engineering

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.

Deadline for receipt of Proposals is 3:00 p.m. on Thursday, August 13, 2026.

If all required information is not provided, a Proposal may be considered incomplete and non-responsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered non-responsive. Submitting additional information after the deadline will not be allowed.

The City of Placerville reserves the right to reject any or all Proposals and to waive any and all irregularities and to select the firm which, in its opinion, best serves its interests based on the

qualifications of the firm. The City makes no representation that any contract/Agreement will be awarded in response to this RFP. The City will not be liable for any costs incurred by the Proposers incidental to the preparation and presentation of qualifications either orally or in the Proposal. Any costs incurred in the preparation of the Proposal, in the submittal of additional information, and/or in any other aspect of the Proposal prior to the award of a written agreement will be borne by the Proposer. Proposals shall remain in effect for a period of 120 days from the submittal deadline.

6. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably.

The Consultant's Proposal package shall be limited to 20 double-sided 8.5-inch by 11-inch pages. Charts, exhibits, and schedules may be included in 11-inch by 17-inch page format and shall be folded to fit into an 8.5-inch by 11-inch sheet and will each count as one (1) page. The page limit does not include the outside cover, section dividers, the required cover letter, or appendices. Resumes, Subconsultant Commitment Memoranda, the Scope of Services, and contract document review comments shall be provided in Appendices. The cost proposal must be provided in a separate sealed envelope as discussed above in Section 3 and is not included in the page limit. As noted above, separate cost proposals must be provided for each project. Proposals that do not contain the required information as described in this RFP or do not contain the required number of copies may be rejected.

The proposal must include a discussion of the following items:

A. Cover Letter

The cover letter shall include all items listed below:

- Title of this RFP
- Name and Mailing Address (include physical location if mailing address is a PO Box)
- Contact Person's Name, Telephone Number, and Email Address
- A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- Acknowledgement that all proposals may be considered public information. After award of an Agreement, or rejection of all proposals, all of part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

- The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the 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/Agreement.

B. Experience with Similar Projects

Provide relevant summaries of the firm's experience with similar projects. The summaries should include the dates and duration of the project, one reference and a brief description of the project. The description is to include, at a minimum, an outline of the complexities of the project and the firm's approach to completing the project. Experience with federally funded projects of similar types and sizes must be included in this summary, including consultant staff that worked on the project. Preference is given to project references that demonstrate an understanding by the staff proposed for this project of the type of work relevant in this RFP.

C. Qualifications and Availability of Proposed Staff

Identify specific staff members to be assigned to the project and a table showing the percentage of time that key staff members are available during the course of the projects. Provide a brief summary of the qualifications and experience of each team member assigned to each project, including length of service with the firm, and the qualifications/experience of any subconsultant staff proposed on your project team. Include an organization chart. Describe the current and anticipated workload of each team member. Include information related to the Firm's Organization, including its constituent parts, and size variation of staffing levels over the past five years. Also include a discussion of project commitments made to other agencies and a table showing the percentage of time key staff members are available during the project.

Resumes should not be more than two (2) pages for key team members and one page or less for support staff and shall be included in an Appendix to the proposal.

Include qualifications and experience of any subconsultant(s) to be used. Identify the services which would be completed by subconsultant(s). A brief Subconsultant Commitment Memorandum must be included in an Appendix to the proposal for each subconsultant. It shall be written on their letterhead and signed by an officer of the company verifying their commitment to perform the work.

D. Project Understanding

Provide a detailed discussion of your firm's approach to the successful implementation and management of the Placerville Drive Projects. Include thorough discussions of

methodologies you believe are essential to accomplishing the two projects concurrently, including engineering constraints, milestones, and required approvals relating to the projects. Include a proposed work schedule to accomplish all the required tasks within the desired timeline; the schedule should include submittal review/approval times for the City and other project stakeholders. Identify the staff who would be assigned to each task, including subconsultants.

Provide an outline, from the details in the Scope of Services in Attachment B, of your firm's plan to accomplish the project and include any special services your firm offers to meet the City's need for timely completion and overall success.

Illustrate to the City how your firm will manage the construction of these projects effectively from the initial plan, specification and estimate review to the final punch list and federal funding close-out.

Provide a quality assurance review of the draft Plans and Specifications for both projects (download the files at <https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid>), and provide written comments in the form of a summary memorandum and "redline" markups of the plans and specifications. The review must be completed and submitted with the proposal.

E. Public Outreach and Community Engagement

Provide a written discussion of your approach to public outreach services for projects of this size. Describe your understanding of the projects and identify any potential community concerns or issues that may arise during construction. Identify the staff or consultant that will be responsible for the public outreach services and their experience on similar projects. Explain your plan for responding to time-sensitive or emergency issues.

F. Local Knowledge

Provide a brief summary of your understanding of the City of Placerville and the Engineering Department's approach to transportation infrastructure project delivery. Describe your understanding of Placerville's unique topography and historical context and how to address potential issues arising from either. Summarize your knowledge of Placerville's political climate and the will of the City Council.

G. Approach to Communication with City Staff

The Resident Engineer will report directly to the City Engineer/Director of Engineering. Please describe your approach to effective communication with the City and how you will navigate the decision-making process in construction management.

H. Sample Agreement for Engineering Services

Attachment E provides the City's standard Agreement for Engineering Services for federally-funded projects. Proposers must review the Sample Agreement and make a statement in their proposal to accept the Agreement as-is or provide requested exceptions or deviations. The City intends to make no substantive changes to the Agreement for Engineering Services unless otherwise necessitated by updates to the contract requirements per Chapter 10 of the Local Assistance Procedures Manual following this solicitation. The City reserves the right to reject requested exceptions or deviations.

Attachment F contains the City's standard legal notices and contract provisions.

7. EVALUATION CRITERIA

The City reserves the right to make the selection based on its sole discretion. A review panel selected by the City Engineer will evaluate the proposals provided in response to this RFP. The primary objective of the City is to select a qualified Consultant to perform necessary professional services to successfully manage the construction of the Placerville Drive Projects. 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. Ranking of the Proposals shall follow the scoring criteria described below.
- After the Proposals are reviewed and ranked, a short list will be prepared by the selection panel, and the City will determine if in-person interviews will be necessary. *Virtual interviews will not be an option.*
- Upon completion of the evaluation process, negotiations will commence with the highest-ranking 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 following evaluation criteria and rating schedule will be used to rank and determine the most highly qualified firm(s):

Evaluation Criteria	Maximum Points Possible
1. Experience with Similar Projects	25
2. Qualifications of Proposed Staff	20
3. Understanding of the Two Projects	20
4. Demonstrated Experience with Community Engagement	15
5. Local Knowledge	10
6. Approach to Communication with City Staff	10
Total Possible Points:	100

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

8. INQUIRIES

All inquiries and responses to the Request for Proposals (RFP) should be submitted to:

City of Placerville
Engineering Department
3101 Center Street
Placerville, CA 95667

Attention: Melissa Savage, P.E.
City Engineer/Director of Engineering
Email: msavage@cityofplacerville.org

Prospective Proposers are encouraged to promptly notify the City, in writing, of any apparent major inconsistencies, problems, or ambiguities in this RFP by **Friday, August 7, 2026 by 4:00 pm.**

A final addendum will be issued no later than Monday, August 10, 2026 at 5:00 pm.

9. SELECTION SCHEDULE

Tentative Schedule

Deadline for Inquiries	August 7, 2026, 4:00 pm
Proposals Due	August 13, 2026, 3:00 pm
Proposal Evaluation by Review Team	August 14-21, 2026

Interviews
Approval of CM Agreement
Construction Project Advertises
Award Construction Contract

August 25, 2026
September 22, 2025
October 2026
December 2026

10. LIST OF ATTACHMENTS

- A. Location Map
- B. Scope of Services
- C. Sample Cost Proposal – Cost-Plus-Fixed-Fee Format
- D. Disclosure of Lobbying Activities (Exhibit 10-Q)
- E. Sample Agreement for Engineering Services
- F. City Legal Notices

11. LIST OF DOCUMENTS AVAILABLE FOR DOWNLOAD

<https://www.cityofplacerville.org/rfp-rfq-projects-out-to-bid>

- a. Draft (Not for Construction) 100% Plans and Specifications – Both Projects
- b. Mitigation and Monitoring Plan – Both Projects
- c. Design Reports and Technical Memos:
 - a. Geotechnical Report – Bike/Ped Project
 - b. Design Hydraulic Study – Bridge Project
 - c. Foundation Report – Bridge Project
 - d. Temporary Creek Diversion Memo – Bridge Project
 - e. Stormwater Management Plan – Both Projects
 - f. Drainage Report – Both Projects

ATTACHMENT A

LOCATION MAP



ATTACHMENT A

City of Placerville

Engineering Department

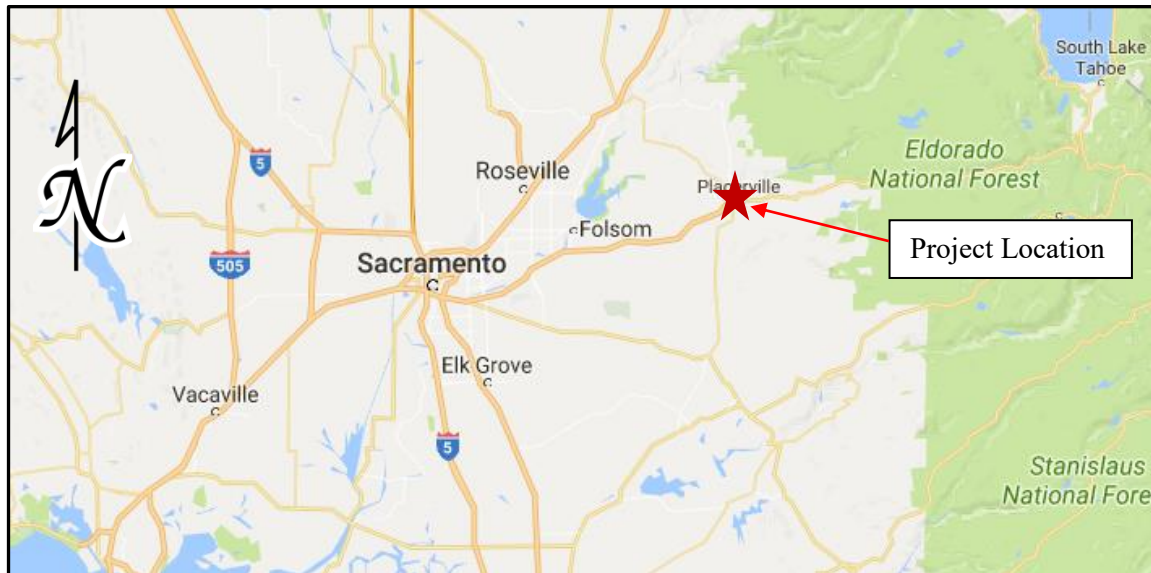
3101 Center Street

Placerville, CA 95667

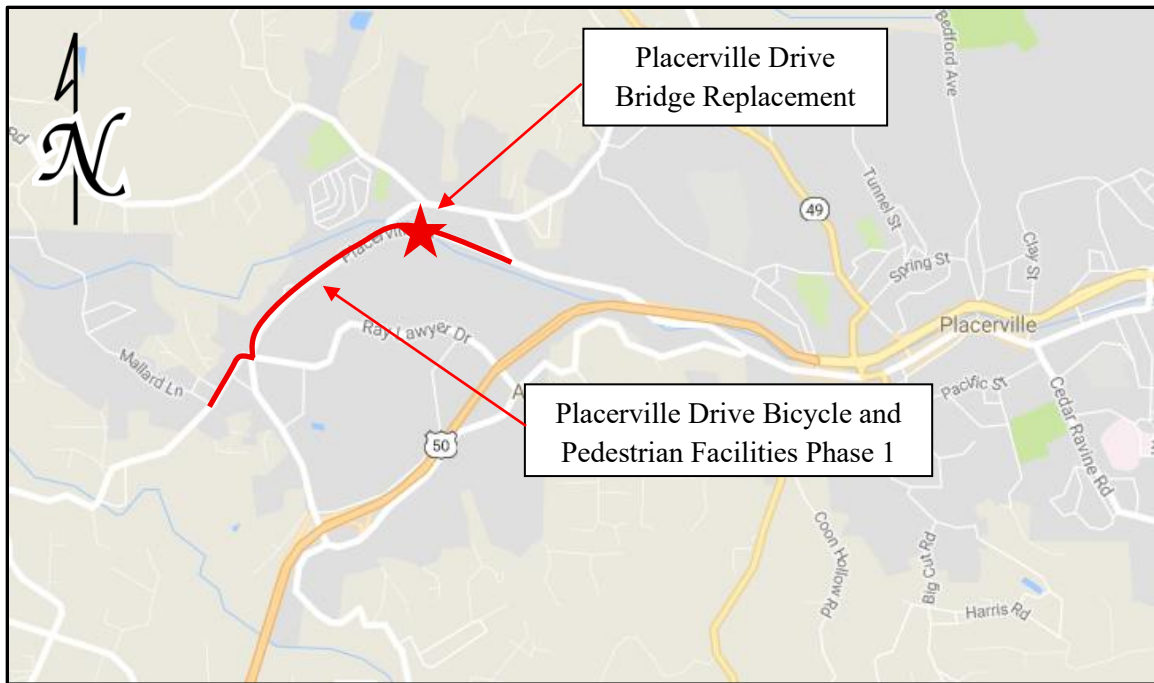
Phone: (530) 642-5250

Placerville Drive Bridge Replacement Project (CIP #41410)

Placerville Drive Bicycle and Pedestrian Facilities Phase 1 (CIP #41816)



Vicinity Map – No Scale



Project Location Map – No Scale

ATTACHMENT B

SCOPE OF SERVICES

ATTACHMENT B

SCOPE OF SERVICES

PROJECT BACKGROUND

The Placerville Drive Bicycle and Pedestrian Facilities Project Phase 1 Project (CIP #418164) will provide safe and accessible bicycle and pedestrian facilities and improve multi-modal connectivity on Placerville Drive between Ray Lawyer Drive/ Green Valley Road and Cold Springs Road. The project will also construct sidewalk and bicycle facilities on Green Valley Road from Placerville Drive to Mallard Lane for safe access to nearby community resources.

The Placerville Drive at Hangtown Creek Bridge Replacement Project involves replacement of the existing functionally obsolete two-lane bridge over Hangtown Creek, 0.3 miles west of Cold Springs Road. The bridge will be replaced with a two-lane bridge with a center turn-lane, bike lanes, and sidewalk on both sides of the street. The Bridge Project limits extend from Pierroz Road (west of the bridge) to approximately 523 Placerville Drive (east of the bridge) as shown on the project plans.

The City intends to construct both projects together under one construction contract.

The scope of services for Construction Management, Inspection and Public Outreach must identify the tasks to be completed for each project. A separate cost proposal must be prepared for each of the two projects.

Major elements of construction of the Placerville Drive Projects include the following:

- Demolition of the existing two-lane bridge over Hangtown Creek (Bridge Project);
- Construction of a new three-span Cast-in-Place/Reinforced Concrete Slab bridge founded on CIDH piles and spread footings (Bridge Project);
- Construction of retaining walls, including Type 1 and Type 5 walls (Bridge Project);
- Construction of Type 6A/6B walls and block walls (Bike/Ped Project);
- Removal and replacement of an El Dorado Irrigation District 10" water main attached to the existing bridge (Bridge Project);
- Removal of a 20" City sewer main from its location in Hangtown Creek at the bridge and reconstruction to a new alignment in Placerville Drive (Bridge Project);
- Installation of Rock Slope Protection around the bridge and creek embankments (Bridge Project);
- Construction of curb, gutter, and sidewalk;
- Storm drainage system improvements;
- Pavement rehabilitation and roadway paving,
- Installation of new street lighting;
- Traffic signal modifications and installation of pedestrian crossing improvements

- (Bike/Ped Project);
- Installation of signing and striping; and
- Traffic control and a detour to facilitate bridge construction.

PROJECT DESCRIPTION

The CITY is contracting with CONSULTANT to provide professional construction management, inspection, public outreach, survey quality control, minor environmental mitigation oversight, materials testing and administrative services during construction. Work shall be performed in accordance with applicable CITY and Caltrans standards and standard practice.

ITEMS OF WORK

The CITY contracts with the CONSULTANT to provide all required construction engineering services necessary to provide project inspection (including survey quality control and environmental mitigation and monitoring coordination), public outreach, materials testing, and construction management services for the Construction Project. The intent of the contract is to have the CONSULTANT provide a Resident Engineer, necessary support staff, equipment and materials for the required services. The work product shall meet the minimum requirements identified in this scope of services.

General

The intent of this scope of work is to set forth the requirements and responsibilities of the CONSULTANT for construction management, inspection, material testing, verification, and recommendation for acceptance of improvements of the proposed construction project to assure consistent and satisfactory quality of such improvements in accordance with the approved construction documents.

The CONSULTANT will provide a Construction Manager (CM) and sufficient staff to perform construction administration oversight and inspection services during the construction of the Construction Project. All CONSULTANT staff shall work under the supervision of the CM. These services will encompass serving as the CITY'S Resident Engineer (RE) to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, construction staking quality control and materials testing. The CONSULTANT's CM shall be a licensed Professional Civil Engineer registered in the State of California.

The CONSULTANT's services will include review and analysis of construction documentation prior to bidding, documentation of pre-construction site conditions, interpretation of and Contractor's conformance to the project plans, specifications, contract documents, and regulatory permits (as applicable). The CONSULTANT will assess the acceptability of the Contractor's work by contract requirements and standards, visual observation, photo and video documentation and all applicable soil and material testing. When necessary, the CONSULTANT shall issue Notices

of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, the CONSULTANT shall take appropriate action to ensure correction of deficiencies. The CONSULTANT shall also manage requests for information/clarification, coordinate work with the design engineer, as required, and manage the project changes, evaluate Contractor's claims, and prepare progress pay estimates.

The CONSULTANT will not be responsible for the construction staking but will be required to provide quality assurance and verification for vertical and horizontal control accuracy, as necessary; construction staking will be handled through the construction contractor.

All construction management, materials testing, inspection and related activities shall be completed as described in the Construction Management Plan (CMP) Manual prepared by the CONSULTANT specifically for this project and approved by the CITY. In addition to the approved CMP Manual, the CONSULTANT shall perform its activities in accordance with, but not limited to, the following documents:

- a) Project Plans and Specifications
- b) Regulatory Agency Permits (as applicable)
- c) Public Works Inspectors Manual, 7th Edition
- d) Caltrans Local Assistance Procedures Manual
- e) Caltrans Construction Manual & Bulletins
- f) Caltrans Standard Test Methods
- g) Caltrans Surveying Manual
- h) Caltrans Manual of Traffic Control for Construction & Maintenance Work Zones
- i) California Manual of Uniform Traffic Control Devices

Time required by the CONSULTANT to reach the designated construction office will not be considered part of the services for which payment will be made.

Time charged by each individual to a contract executed as a result of this Proposal shall be properly documented on CITY approved time sheets. A copy of each time sheet shall be submitted to the CITY with each monthly invoice as designated by the CITY. Separate invoices shall be prepared and submitted for each project. Invoices shall follow the format stipulated in the approved cost proposal and shall reference the Project Title and CIP Number.

There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the CITY.

The Project public outreach services shall include the following tasks:

Task 1 Public Outreach Services

The CONSULTANT shall identify a Public Information Officer (PIO) to serve as the primary liaison between the City, construction management team, businesses, local residents, commuters, all members of the public, and elected officials. The PIO will develop and implement a detailed Public Information and Outreach Plan for their specific approach to managing and informing the public about project timelines, traffic impacts, detours and construction milestones.

Preconstruction Services

The PIO will develop the detailed Public Information and Outreach Plan for CITY review and approval. The plan will identify communication strategies, target audiences, and messaging protocols. With input from the CITY, the PIO will develop a stakeholder database containing a list of affected property owners, businesses, community organizations, emergency services, local schools, and all other members of the public affected by the project. During the preconstruction phase, it is anticipated that one “open house” style public meeting will be held to provide the public with a comprehensive update about the project and anticipated timelines. The PIO will develop initial project flyers, fact sheets, and mailers/newsletters for local distribution in advance of the start of construction. The PIO will develop communication tools to be used for the duration of the project, including but not limited to, a project hotline (phone number), email distribution list, and project-specific website.

Construction Phase Services

During the construction phase, the PIO will prepare weekly updates of construction activities and traffic control to be distributed on the project website and to the email distribution list. The weekly updates shall include progress photos. The PIO will manage all localized communications with businesses/residents directly impacted by the project including the distribution of door hangers and notices for work items such as utility shutoffs, driveway closures, significant traffic control changes, or night work. The PIO will perform all media relations on behalf of the CITY. The PIO will draft all press releases for CITY review for significant project milestones or traffic control changes. The PIO will serve as the primary contact for media inquiries. The PIO must be available for on-call work to handle after-hours/weekend emergency communications. The PIO will develop rapid response protocols for any emergency incidents or major issues within the work zone.

All communications and public outreach materials must be compliant with the Americans with Disabilities Act (ADA) requirements.

Deliverables:

- *Public Information and Outreach Plan – due one month after Notice to Proceed*
- *Weekly Updates (for website and email distribution)*
- *All communications materials – door hangers, flyers, public meeting materials, etc. to be approved by the CITY before distribution*

The Project inspection, materials testing, construction management, and related construction engineering services shall include the following tasks:

Task 2 Construction Management Plan

The CONSULTANT shall prepare a Construction Management Plan (CMP) for the project for CITY approval. The plan shall indicate the standards and level of effort that the CONSULTANT's staff will adhere to during all phases of this work and describe deliverables to be received by the CITY. At a minimum, the plan shall include the sections listed below:

- a) Project Organization
- b) Meetings
- c) Communications Management
- d) Preparation of Management Reports
- e) Clarifications and Contract Interpretations of Specifications
- f) Submittals/Shop Drawings
- g) Design Modifications
- h) Change Orders
- i) Schedule Management
- j) Claims Management and Resolution
- k) Testing and Testing Documentation
- l) Progress Pay Estimate Preparation
- m) Inspection and Inspection Reporting
- n) Defective Work Correction
- o) Record Drawings
- p) Complaint & Community Relations Procedures
- q) Safety
- r) Photo/Video Documentation
- s) Certified Payroll Review
- t) Special Inspections
- u) Other Tasks

The plan shall describe the level of effort anticipated to be maintained by the Construction Manager (CM) and inspectors for the various activities during the construction period and project closeout. The plan shall describe all deliverables and timing for periodic reports.

Deliverables:

- *Three copies of final Construction Management Plan due prior to the pre-bid conference.*

Task 3 Administration

The Consultant is to provide construction administration of the project to facilitate the ongoing construction efforts and maintain State and CITY regulations. At a minimum the consultant shall:

- a) Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- b) Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance to contract documents, State regulations and in with the CITY's objectives for cost, time and quality. Provide weekly status reports to CITY. Weekly status reports shall include summaries of work with photos that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.

- c) Coordinate with the CITY and all other involved agencies to obtain and comply with all required permits.
- d) Recommend necessary or desirable changes in the construction contractor's scope of work to the CITY, review and evaluate contractor's request for changes, assist in negotiating contractor's proposals, submit recommendations to the CITY supported by field data, and if they are accepted, prepare change orders for signature and the CITY's authorization.
- e) Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- f) Develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make written recommendations to the CITY for Contractor payments.
- g) Consult with the CITY and potentially the design engineer if the contractor requests interpretations of the meaning and intent of the plans and specifications and assist in the resolution of questions which may arise.
- h) Provide a staffing schedule each month for the following month. This schedule is subject to the CITY's approval.
- i) Manage and coordinate any utility work to be performed by utility agencies (work not part of contractor's responsibilities): EID, PG&E, AT&T and Comcast.

Deliverables:

- *Weekly Status Reports*
- *Required permits*
- *Cost Control Program*
- *Cost Accounting Records*
- *Progress Payment Recommendations*
- *Draft and Final Change Orders*
- *Staffing Schedules*
- *Other reports as required*

Task 4 Pre-Bid Contract Document and Constructability Review

CONSULTANT shall perform a quality assurance review the draft 100% PS&E package for each project and provide written comments in the form of a summary memorandum and "redline" markups of the plans and specifications. This review will be completed and submitted with the proposal.

CONSULTANT shall review final contract plans, specifications, permits, agreements, environmental documents and the Resident Engineer files consisting of design engineer memos to Resident Engineer, and technical reports and studies.

CONSULTANT shall prepare a project schedule which includes all preconstruction and construction utility relocations, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor's schedule, the RE's schedule will be updated.

Deliverables:

- *Quality Assurance review memorandum, comment matrix, and markups*
- *Schedule*

Task 5 Documentation of Pre-Construction Conditions

CONSULTANT shall document pre-construction site conditions using photographs, written notes and video. Special or sensitive areas shall be noted and extra documentation may be required for these special or sensitive areas. Each photo shall be labeled with date, location, detailed description and photographer's name. Copies of all documentation, including photographs, notes, and video, shall be submitted to the CITY's Engineer and become the property of the CITY.

Deliverables:

- *Copies of all documentation, including photographs, notes, and video.*

Task 6 Documentation and Record Keeping

The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The consultant shall provide at a minimum the services below:

- a) Verify that all required bonds and certificate of insurance have been received from the contractor and forwarded to the CITY for approval.
- b) Maintain at the provided office, on a current basis and in good order: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions; and other related documents and revisions which are relevant to the contract work.
- c) During the course of construction, maintain one set of plans for each project with markings and dimensions in red ink to denote field changes or other corrections.
- d) A detailed photographic history of all phases of the project will be maintained on a daily basis. Each photograph will be labeled as to location, direction of view, date, time and items of interest. The photographs will be maintained in an album and the photographs will be indexed for ease of retrieval. Photos will also be taken of the following:
 - Traffic Control
 - Disputed work items
 - Work that has to be duplicated, replaced or removed
 - Completed work
 - Extra work

Deliverables:

- *Documents required by this section*

Task 7 Meetings

Anticipated pre-construction meetings include project review meeting with the CITY and Design Engineer; and a pre-construction meeting with the Contractor, CITY, Design Engineer, Caltrans Encroachment Permit Office, and utility companies. Other anticipated meetings shall include daily discussions between the CM or designated representative and the Contractor; weekly meetings between the CM, contractor, and CITY; and meetings scheduled as needed with utility companies, other groups, or agencies. Consultant shall take minutes of the meetings and distribute them to attendees within one week of the meeting. Meetings shall be held at the offices of the CITY Engineering Department or at a mutually agreeable location determined during the pre-construction meeting.

Deliverables:

- *Project Review Meeting with CITY and Design Engineer*
- *Pre-construction meeting with CITY and all applicable parties related to the project.*
- *Weekly meetings with CITY and all applicable parties related to the project.*
- *Any meetings necessary to immediately resolve project issues related to scope, cost, or schedule.*
- *Meeting minutes*

Task 8 Environmental, Permitting, and Storm Water Pollution Prevention Plan Support

The Consultant shall review and perform all activities in conformance with the environmental studies and regulatory permits (as needed) for each project.

CONSULTANT shall have a Qualified Storm Water Pollution Prevention Plan Practitioner (QSP) to oversee the implementation of the project specific Storm Water Pollution Prevention Plan (SWPPP) submitted and implemented by the contractor. The Consultant shall provide all oversight and inspections to ensure compliance with the Construction Stormwater General Permit (2022-057-DWQ).

Deliverables:

- *Inspection and BMP Monitoring*

Task 9 Schedule Review

The CONSULTANT shall review the Contractor's construction schedule, request updates on a weekly basis and track delays or accelerations based on actual Contractor operations as defined in the CMP. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.

Deliverable:

- *Weekly Schedule Review Documentation*

Task 10 Cost Control and Monthly Progress Payments

The CM shall implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, quantity overruns, claims and extra work requests. The Construction Manager shall prepare quantities and estimates for monthly progress payments on or around the 19th of the month, and recommend approval to the CITY. CONSULTANT shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with CITY Engineering Department procedures. The calculations of quantities and documentation shall be in a form approved by the CITY.

Deliverable:

- *Cost Control Tracking Documentation*

Task 11 Contract Modifications and Extra Work, Contract Change Orders, Claims

The CM shall perform the evaluation and administration of all contract modifications, Requests for Information (RFI), contract change orders (CCOs), and claims. The CM shall review all requests for merit, perform an independent estimate, and make recommendations to the CITY for consideration. All contract modifications, extra work, and contract change orders shall be approved by the CITY. If approved, the CM will complete all required documentation to process the change. If the CM receives a notice of claim from the Contractor, the CM shall immediately notify the CITY and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the CONSULTANT's weekly report to the CITY. The CONSULTANT shall support the CITY in any post-completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Deliverables:

- *Contract Modification & Extra Work Documentation*
- *Draft CCOs with Recommendation Memorandum*
- *Final CCOs*

Task 12 Submittals and Clarifications

The CM shall issue necessary clarifications and interpretations of the Contract Project Documents in response to Requests for Information (RFI) by the Contractor in a manner as described in the CMP. The CM shall also accept and process submittals, including but not limited to shop drawings, product data and product samples. The CM shall draft a list of required submittals in accordance with the project Specification for the CITY to review. The list shall be submitted to the CITY no later than 15 days after award of the Contract. The CM shall review those submittals that are appropriate. Submittals requiring review by the CITY or CITY's design engineer shall be logged and transmitted for formal review. Updated submittal logs shall be made available to the CITY upon request. The CM shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Deliverables:

- *Submittal and RFI logs*

- *Documentation for clarification and interpretation of the Project Plans and Specifications*

Task 13 Field Inspection and Quality Assurance

The CONSULTANT shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the CITY, to assure that the work performed and materials furnished are in accordance with the Contract Documents.

The CONSULTANT shall provide sufficient inspectors (who are acceptable to the CITY) to adequately inspect all Contractor's construction work. The CM or inspectors shall provide field inspection of Contractor's construction work on a daily basis. The CM or inspectors will review all construction prior to burial and provide for observation of all tests required to be performed by the Contractor or referenced in the Contract Documents. The CM and field inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Daily Inspection Reports and diaries of Contractor's construction activities shall be completed daily and be available to the RE at any time. The CM or designated representative shall compare notes with the Contractor's representative at the end of each day to confirm work that was accomplished or quantities placed.

The CM shall prepare and submit written weekly reports to the CITY describing updates of project process, percent of work completed, percent of funds expended, listing of change orders, and community relations issues. (This information shall be used by the PIO to prepare the weekly updates.) All outstanding deficiencies and claims shall also be noted in the weekly reports until resolved or settled. The CM shall document any defective work until it is repaired to the CM's satisfaction and in accordance with the Contract Documents' applicable specification. Copies of the daily reports from the previous week will be included with the weekly written report.

Daily inspection reports and diaries of Contractor's construction activities shall be completed daily by each inspector and available to the CITY on the next day. The CONSULTANT will document special situations by photograph or video. CONSULTANT shall document any defective work until it is repaired to the CONSULTANT'S and CITY's satisfaction and quality of work is in accordance with the Contract Documents.

Daily inspection reports shall include, at a minimum, the following information: Contractor's activities, weather conditions, discussions with the Contractor, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.

Deliverables:

- *Daily Inspection Reports*
- *Weekly Reports*
- *Monthly Complaint Log*

Task 14 Testing

The CONSULTANT shall provide, coordinate, and monitor all fields and laboratory testing of soils, backfill, aggregate base, asphalt, concrete, and other testing required by law, or the

Construction Specifications. Caltrans certified technicians shall complete all testing work and all laboratory facilities shall be Caltrans certified to perform the respective tests and be approved by the CITY. The CM will review results of tests, forward copies to the CITY as a part of the weekly reports and work with the Contractor to resolve deficiencies or defective work. All test procedures will be in accordance with the Contract Documents and applicable Specifications.

Deliverables:

- *Copies of all testing results*

Task 15 Construction Surveying

CONSULTANT shall provide construction staking quality control for Contractor-provided construction staking on the project in accordance with Chapter 12 of the Caltrans Surveys Manual and provide proper monument preservation per County standards. All Construction staking shall be done under the direction of a Professional Land Surveyor.

In addition, the CONSULTANT shall implement a Survey Quality Assurance Program as described in the approved CMP. At a minimum the program will provide for a qualified licensed surveyor to assist the CM in verifying the following vertically and horizontally:

- a) Check bridge foundation and abutment layouts
- b) Check retaining wall layouts and forms
- c) Check Station Line
- d) Check drainage layout
- e) Check water/sewer layout
- f) Check subgrade
- g) Check AB grade
- h) Check final road grades
- i) As-built survey

Task 16 Final Completion and Acceptance

After the project is substantially complete, the CM will schedule a walk through with the CITY and shall coordinate preparation of a “punch list” of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is complete, the CONSULTANT will deliver a statement to the CITY indicating that to the best of the CONSULTANT’S knowledge and belief, after diligent investigation including satisfaction of its other obligations under the agreement, that the project has been completed in accordance with the Project Construction Contract Documents and CONSULTANT recommends acceptance. A Proposed Final Estimate signed by the CM and the Contractor shall accompany the recommendation for acceptance.

Deliverables:

- *Notice of Substantial Completion*
- *Punch Lists*
- *Proposed Final pay Estimate*

Task 17 Other Tasks

As part of the inspection and construction administration activities, the CONSULTANT shall include the tasks listed below as part of the overall project activities:

- a) Inspect traffic control and erosion control measures as often as necessary to assure activities meet with the approved plans, permits, and submittals.
- b) Inspect landscaping and other improvements within the right of way and within limits of the project on private property for damage.
- c) Any damage identified shall be documented and tracked until the Contractor repairs the damage to pre-project conditions or to plans and specifications.
- d) The CONSULTANT shall also review the certified payrolls submitted by the Contractor for full conformance with Section 7 of the State Standard Specifications and for compliance with State and Federal wage rate requirements as required by Contract Documents. The CONSULTANT shall enforce the requirements of the California Labor Code as they pertain to the Project.
- e) Notify the CITY of any errors or omissions that are found on the plans or specifications during construction within one working day after such errors are discovered.
- f) Perform routine evaluations of project-related off-road and heavy duty on-road equipment emissions for compliance by personnel ARB certified to perform Visible Emission Evaluations.
- g) CONSULTANT shall monitor Contractor's coordination with utility companies, private properties, and other agencies/entities, as required.
- h) CONSULTANT shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

Deliverable:

- *Documentation of Activities per CMP*

Task 18 Project Close Out

The CONSULTANT shall verify any operating and/or Regulatory Agency permits are obtained and inspections are complied with and completed.

The CONSULTANT will submit to the CITY the following close out items:

- a) All records, maps, and plans maintained by the CONSULTANT during construction.
- b) All approved shop drawings, submittals and manufacturer's literature maintained by the CONSULTANT during the construction project.

- c) One complete electronic set of annotated project progress photographs, ordered chronologically, and videotapes taken before and during construction.
- d) The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
- e) A set of red line Record Drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness by the CONSULTANT and a recommendation for the CITY to accept the Record Drawings.
- f) Claim waiver form and all necessary forms to complete the project close out and final invoice process in accordance with Chapter 17 of the LAPM.

Deliverables:

- *All records, maps and plans maintained during construction.*
- *All shop drawings, submittals, and manufacturer's literature maintained during construction.*
- *Annotated project progress photographs and videotapes taken of construction project.*
- *Record drawings of field changes.*
- *Original inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondences and other documents of construction.*
- *Red-line record drawings.*

CONSULTANT STAFFING

The CONSULTANT proposes to use _____ (name to be proposed as part of response to RFP) as the on-site Construction Manager/Resident Engineer for this contract. Additional staff and subconsultants are to be brought in on an as-needed basis. The CITY maintains the right to request additional staff if, in its opinion, there is inadequate coverage during any phase of the project. In the event there is a need to substitute key personnel by the CONSULTANT for construction management or inspection responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the CITY for the replacement staff in these key positions.

The City Engineer/Director of Engineering or designated representative shall have the authority to reject the Construction Manager, field inspection personnel, or testing technicians in the event of unsatisfactory performance by said personnel in the opinion of the CITY. The CONSULTANT shall provide qualified replacement staff acceptable to the CITY.

ATTACHMENT C

SAMPLE COST PROPOSAL (EXHIBIT 10-H)

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____		
_____	_____	_____		
_____	_____	_____		

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 & 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR 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	500	=	\$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	100%	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.

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are 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 D

DISCLOSURE OF LOBBYING ACTIVITIES

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known
--	--

6. Federal Department/Agency: 8. Federal Action Number, if known: 10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: 11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)
--	---

12. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	14. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____
--	---

13. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)
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16. Continuation Sheet(s) attached: Yes ☐ No ☐	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
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Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	Authorized for Local Reproduction Standard Form - LLL
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Standard Form LLL Rev. 04-28-06

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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

ATTACHMENT E

SAMPLE AGREEMENT FOR ENGINEERING SERVICES

AGREEMENT FOR ENGINEERING SERVICES

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 _____, a company duly qualified to conduct business in the State of California, whose principal place of business is _____, (hereinafter referred to as "CONSULTANT");

WITNESSETH

WHEREAS, City has determined that it is necessary to obtain a consultant to provide construction management, inspection, and public outreach services for the Placerville Drive Bridge Replacement Project (CIP #41410) and Placerville Drive Bicycle and Pedestrian Facilities Phase 1 Project (CIP #418164).

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 construction management, inspection, and public outreach services to City as those services and deliverables are described in CONSULTANT’S Scope of Work (Exhibit A), incorporated herein and made by reference a part hereof. The approved CONSULTANT’S Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

ARTICLE II – TERM/PERFORMANCE PERIOD

This AGREEMENT shall go into effect on _____, contingent upon approval by City Council. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by City and Notification to Proceed has been issued by City’s Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

The contract shall end on _____, unless extended by an 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 AGREEMENT is fully executed and approved by City Council.

ARTICLE III – COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. City will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel,

equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT 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 the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by City shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$ _____ for CIP #41410 and _____ for CIP #418164. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal
- E. 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.
- F. 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 Article III Statement of Work, City shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by City Contract Administrator of itemized invoices in duplicate. Separate invoices must be prepared for each project. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT 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. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

City of Placerville
Engineering Department
Attn: Melissa Savage
3101 Center Street
Placerville, California 95667

- I. The total amount payable by City shall not exceed a total combined amount of _____ with _____ for CIP #41410 and _____ for CIP #418164.

- J. 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.
- K. City is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the City as to the designation of tasks to be performed and the results to be accomplished.

ARTICLE IV – DEFAULT, TERMINATION AND CANCELLATION

- A. This AGREEMENT may be terminated by City, provided that City gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. City may temporarily suspend this AGREEMENT, at no additional cost City, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- E. 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.
- F. Bankruptcy: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- G. 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.
- H. 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 AGREEMENT. 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 AGREEMENT or by any other means.

ARTICLE V – COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to CITY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.
- E. 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 Government Code 8546.7; CONSULTANT, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA that are pertinent to the Agreement for audit, examinations, workpaper review, 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 AGREEMENT 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 AGREEMENT.

- D. CONSULTANT and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a 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.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the City Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In

this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of CITY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

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 AGREEMENT or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subagreement 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 AGREEMENT shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to subconsultants unless otherwise noted.
- D. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the substitute subconsultant(s).
- E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

CONSULTANT must submit Exhibit 9-P to the CITY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The CITY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The CITY must email a copy of Exhibit

9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

F. Prompt Payment of Withheld Funds to Subconsultants

The City shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE IX – EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- 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 proposal must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following:
 - 1. 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.
 - 2. Regulation 2 CFR, Part 200 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

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representative's at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to CITY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - iii. The public shall not be given access to certified payroll record by the CONSULTANT. The CONSULTANT is required to forward any requests for

certified payrolls to the City's Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform City of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or

portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - i. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - ii. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - iii. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - iv. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, City shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XI – CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, CONSULTANT shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this AGREEMENT, or any ensuing City construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing City construction project, which will follow.
- B. CONSULTANT certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise City of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements or economic interest if required by either City ordinance or State law.
- C. 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 AGREEMENT.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any AGREEMENT to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. 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 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. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- 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 Agreement 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 in the performance of this AGREEMENT shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

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

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, California 95667
ATTN: Melissa Savage, City Engineer/Director of Engineer

Or to such other location as the City directs.

Notices to CONSULTANT shall be addressed as follows:

Or to such other location as the CONSULTANT directs.

ARTICLE XVIII – INDEMNITY

CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of City, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT

ARTICLE XIX – INSURANCE

CONSULTANT shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

- A. Prior to execution of this AGREEMENT and prior to commencement of any work, the CONSULTANT shall furnish the City with certificates of insurance and copies of endorsements

providing evidence of coverage for all policies required by the AGREEMENT. The CONSULTANT and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by CONSULTANT and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of CONSULTANT or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of CONSULTANT.

1. Commercial General Liability Insurance.

- a. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT'S general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
 - b. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided the City.
 - c. Coverage shall state that CONSULTANT insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - d. Coverage shall contain a waiver of subrogation in favor of the City.
2. *Business Automobile Liability*. CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.
3. *Workers' Compensation and Employers' Liability*. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). CONSULTANT shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.
4. *Professional Liability*. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this AGREEMENT, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this AGREEMENT.
5. All Coverages.
- a. Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
 - b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

- c. Evidence of Insurance - Prior to commencement of work, the CONSULTANT shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The CONSULTANT must agree to provide complete, certified copies of all required insurance policies if requested by the City.
 - d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
 - e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a “per subcontractor” or “per Consultant” basis, considering the particular work to be done by the subcontractor or CONSULTANT and the interrelationship of that work to other work being conducted by the CONSULTANT.
6. No other provision of this AGREEMENT or any attachment thereto shall reduce the insurance obligations imposed under this Section.
- B. In addition to any other remedy the City may have, if CONSULTANT fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due CONSULTANT under this AGREEMENT.
 - C. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless CONSULTANT has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
 - D. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.
 - E. The requirement as to types, limits, and the City’s approval of insurance coverage to be maintained by CONSULTANT are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by CONSULTANT under the AGREEMENT.

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 an AGREEMENT or City shall withhold seven (7%) percent of each payment made to the CONSULTANT during term of the AGREEMENT. This requirement applies to any AGREEMENT 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 AGREEMENT is the City Engineer, or successor.

ARTICLE XXIV – AUTHORIZED SIGNATURES

The parties to this AGREEMENT represent that the undersigned individuals executing this AGREEMENT 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 AGREEMENT 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

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. 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.

ARTICLE XXVII – DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

- A. CONSULTANT or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

Under 49 CFR 26.13(b):

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 26 in the award and administration of federal-aid contracts. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as City deems appropriate, which may include but is not limited to:

- 1. Withholding monthly progress payments;
- 2. Assessing sanctions;
- 3. Liquidated damages and/or;
- 4. Disqualifying the CONSULTANT from future proposing as non-responsive.

ARTICLE XXVIII – 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 AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. 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.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the CITY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or CITY shall require to ascertain compliance with this clause.
- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States 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.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

ARTICLE XXIX – 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 or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. 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.
- B. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- C. Exceptions to the Federal Government Excluded Parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XXX – FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this AGREEMENT. In addition, this AGREEMENT 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 AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. City has the option to terminate the AGREEMENT pursuant to Article IV, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXXI – INSPECTION OF WORK

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

ARTICLE XXXII – OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- 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 XXXIII – 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 AGREEMENT
- 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 AGREEMENT in order to resolve the construction claims.

ARTICLE XXXIV – 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 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. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City’s attorney’s fees and disbursements, including without limitation experts’ fees and disbursements.
- F. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXXV – 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 XXXVI – 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.

ARTICLE XXXVII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXXVIII EVALUATION OF CONSULTANT

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

ARTICLE XXXIX TITLE VI ASSURANCES

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

1. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

2. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
5. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B - CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and

convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C - CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - a) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities

thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D - CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
3. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

4. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
6. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex.
7. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27.
8. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age).

9. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
10. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
11. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
12. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
13. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
14. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
15. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXX CONSULTANT’S REPORTS

CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for City’s Contract Administrator to determine if CONSULTANT is performing to expectations or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

CONSULTANT’s Project Manager shall meet with City’s Contract Administrator, as needed, to discuss progress on the AGREEMENT.

IN WITNESS WHEREOF, the two parties to this AGREEMENT, who are the before named CONSULTANT and the before named City, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

-- 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: _____

Joe Wren, Interim City Manager

Authorized Representative

Print Name

Attachments:

Exhibit A: Consultant Scope of Services

Exhibit B: Consultant Cost Proposal

ATTACHMENT F

CITY LEGAL NOTICES

ATTACHMENT F
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. LIMITATION AND AWARD

This RFP does not commit the City of Placerville to award an Agreement. The City of Placerville reserves the right to reject all proposals. If the City of Placerville rejects all proposals, the effort to obtain these services 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 Agreement. The City of Placerville's Sample Agreement for Engineering Services is included in Attachment E of this RFP. The City of Placerville reserves the right to rescind the award of the Agreement if the selected Consultant is unable or unwilling to enter into an agreement substantially identical to the sample within twenty (20) days from the date it is sent to the selected Consultant for execution.

After proposal evaluations, ranking, and negotiations with the highest-ranked firm, staff will recommend award of the Agreement 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 Agreement.

D. 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.

E. 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

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agrees that the City of Placerville will not be held liable for complying with the Public Records Act.

F. 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 PROTEST PROCEDURE

A. SCOPE OF PROTEST PROCEDURE

These Protest Procedures specify the procedures for interested parties to protest the following:

1. A provision of the Request for Proposals,
2. A City of Placerville staff recommendation to the City Council to disqualify a bidder or subcontractor, proposer, and/or,
3. A City of Placerville staff 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 of the provisions of the Request for Proposals has been properly filed, pursuant to these procedures, the proposals received will not be evaluated prior to the City's final decision on the protest.

When a protest of recommendation of contract award or disqualification of a bidder/proposer has been properly filed, pursuant to these procedures, prior to the City Council award of the contract, the City Council will not award the Contract prior to issuance of a final 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. Notwithstanding such designation, if the City of Placerville determines, within its discretion, that it is legally obligated to release or disclosure such information, the City of Placerville will attempt to notify the person submitting the information prior to its disclosure in order to allow that person an opportunity to seek an appropriate protective order.

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D. MAINTENANCE OF PROTEST RECORDS

The City Manager or his/her designee will maintain a written record of each step taken in every 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 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/proposer 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/Request for Qualifications, or a bid submitted to the City of Placerville by a prime contractor/proposer, or by the interpretation of the provisions of such documents. Submission protest will be deemed a waiver of any protest to any provision of the specifications or issue which is not expressly listed as a part of the protest, and entitle the protesting party 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 pursuant to the protest as submitted.

F. TIME FOR FILING A PROTEST

Protest to any particular provision of the bid specifications/Request for Proposals must be received by the City of Placerville City Clerk no later than five (5) business days prior to the date established in the Notice to Bidders/Request for Proposals as the deadline for the submittal of bids/proposals.

Protest of staff's recommendation to the City Council pertaining to the award of a Contract or disqualification of a bidder/proposer must be received by the City of Placerville City Clerk no later than five (5) business days from the date of the notice of the staff recommendation.

All protests must be actually received by the City Clerk by the close of business on the specified date and not simply postmarked by that date.

G. FORM FOR FILING A PROTEST

All protests shall be in writing and be submitted to the City Clerk, City of Placerville, 3101 Center Street, Placerville, CA 95667. The protest shall contain, at a minimum:

- The name, address, email and phone number of the protester, including name, the phone number and email of the designated representative.
- The signature of the protester, or representative
- The contract project number
- A detailed statement of the legal and/or factual grounds for the protest with supporting documentation; and
- The form of relief that is requested.

The City Manager or their designee will provide notice, by email or mail letter, to all bidders/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 it will identify the name of the protester. The notice will be given not more than five (5) business days after receipt of a properly filed protest. The notice will state that

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interested parties will receive further information related to the protest only if they submit a written request to the City Manager within five (5) business days of the notice date.

The protest shall be accompanied by any processing fee that the City Council may establish for protests.

H. THE CITY OF PLACERVILLE'S 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) business days after receiving a properly filed protest, will prepare and mail the following information to the protester and all interested parties requesting such information:

1. A staff response to the protest including a discussion of the investigation conducted, findings, and rationale supporting the response; and
2. The proposed time, date and place of the meeting at which the protester 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) business 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 protester must give the City Manager written notice that the protest is withdrawn or, alternatively, that the protester requests further consideration of the protest by the City Council. The notice must be actually received by the City Manager by the close of business on the specified date and not simply postmarked by that date.

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

I. SUBMITTAL OF PROTEST TO THE CITY COUNCIL

If the protest is continued to the City Council for resolution, the protester, 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 protester and other interested parties must submit written comments with respect to the recommendation. The date established by the City Manager, within his or her discretion, for submittal of comments by the protester and other persons will allow a reasonable period for rebuttal and may vary according to the complexity of the particular protest. In any event, the protester and other persons shall have at least five (5) business days to submit any written comments.

A copy of the agenda package sent to City Council members prior to a protest hearing will be sent to the protester and sent or made available to any interested person who requested such materials upon posting of the agenda and will include the City Council's recommendation and all written comments received from the protester 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.

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J. 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 refer the matter to an impartial hearing officer to conduct a hearing and prepare a written recommended decision including findings of fact. Applicable provisions of the City of Placerville City Code, Article I, chapter 4A, governing administrative hearings shall govern proceeding before the hearing officer.

At the City Council hearing, the Mayor may announce procedural rules, including those that are reasonably necessary to preclude repetitious or irrelevant testimony including reasonable time limitations. The City of Placerville staff, the protester, 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 shall upon request receive a copy of the transcript upon payment of reasonable copy costs.

If a hearing officer conducts the hearing, the City Manager will provide written notice to the protester, 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 protester 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 protester and sent or made available to any interested person who requested such materials upon posting of the agenda.

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 protester and all interested parties will be notified in writing of the final decision of the City Council within 30 calendar days from the date of the City Council meeting.

The decision of the City Council shall be final and any subsequent judicial review shall occur pursuant to Code of Civil Procedure section 1094.6.

K. WAIVER OF DAMAGES

By submitting a bid/proposal, each bidder/proposer and sub-bidder agrees that in the event that it submits any protest to the terms of the specifications/Request for Qualifications or to any subsequent decision of the City of Placerville staff, City Manager or City Council, it waives damages as provided for herein. 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 person or 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 or to award the Contract. Any attempted reservation of rights waived herein will be grounds to reject a bid as nonresponsive.

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L. EMERGENCY CIRCUMSTANCES

The dates and deadlines set forth in these procedures are subject to modification upon determination by the City Manager or City Council, within the exercise of their discretion, that emergency circumstances justify a modified response time. The City Manager shall provide written notice of any modification to the protesting party and any interested party requesting notice.

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