



September 16, 2016

CITY COUNCIL

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Subject: Request for Qualifications for On-Call Professional Engineering and Environmental Services

The City of Goleta, Public Works Department, invites you to submit a Statement of Qualifications (SOQ) to become eligible to perform on-call professional engineering and environmental services relating to the following disciplines:

- Project Management
- Engineering, including:
 - Engineering Design
 - Drawing and CAD Services
- Geotechnical Engineering
- Traffic Engineering
- Surveying
- Landscape Design
- Environmental Planning
- Development Review
- CMIT, including:
 - Construction Management
 - Inspection
 - Testing

SOQs should include all information as outlined in Attachment A, Requirements for Statement of Qualifications. Attachment B, Preliminary Description of Services for each discipline is attached for your information. It is not necessary that a firm provide all disciplines as listed above or even all parts of a discipline. The firm must however specify what is being proposed on by the firm. As an example a submittal may be for Surveying only, Testing only under the CMIT discipline or the firm may propose on all services under the CMIT

discipline. Attachment C, reflects “Federal Requirements and Forms” that must be met and forms filled out if a firm wishes to be considered for any federally funded work. The submittal of completed forms is required prior to specific project contract execution and is not required as part of the Statement of Qualifications.

The following is a list of potentially Federally funded projects for the City of Goleta:

Ward Drive Class II Bike Lanes
 Ekwill-Fowler Road Extensions
 Hollister Avenue Bridge Replacement
 San Jose Creek Bike Path Middle Extent
 San Jose Creek Bike Path Southern Extent
 Cathedral Oaks Landscaping
 Old Town Sidewalk Infill
 Hollister Complete Streets
 101 Overpass
 RRFB on Hollister/Chapel, HAWK at Hollister/Kingston
 Armitos Bridge over San Jose Creek
 La Patera Overcrossing
 West Goleta Traffic Safety Study
 Old Town Traffic Safety Study
 ITS Infrastructure

Placement on the City’s pre-approved list of consultants (shortlist) does not constitute a contract nor does it guarantee any award of services or contracts for work. However, the City does try to allow all consultants on the shortlist some level of projects over the course of the life of the shortlist. The City also reserves the right to go out for any of these services on a project specific basis at any time during the life of the shortlist. The life of the shortlist is anticipated to be approximately three (3) years.

Interested firms shall submit three (3) copies of their SOQ in a sealed envelope, clearly marked “On-Call Professional Engineering and Environmental Services – Statement of Qualifications [Specify Discipline]” on the outside of the envelope. SOQs must be received no later than 1:30 p.m., October 6, 2016 at the following address:

James Winslow
 City of Goleta
 130 Cremona Drive, Suite B
 Goleta, CA 93117

An SOQ is considered late if received at any time after 1:30 p.m., Tuesday, October 6, 2016. SOQs received after the stated date and time will not be considered and will be returned to the submitting firm unopened and marked "LATE SUBMITTAL."

If you have any questions regarding this Request for Statement of Qualifications, please contact James Winslow at (805) 961-7577 or jwinslow@cityofgoleta.org.

Attachments:

- A – Requirements for Statement of Qualifications
- B – Preliminary Description of On-Call Professional Engineering and Environmental Services by Discipline
- C – Federal Requirements and Forms

ATTACHMENT A

Preliminary Description of On-Call Professional Engineering and Environmental Services

REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Your Statement of Qualifications must be organized in the following format and include the following:

1. Cover Letter

2. Office Location

List the office location(s) where work for the City will be performed.

3. Technical Approach

- a. Describe how Consultant would deliver the services listed for the typical projects. Describe lessons learned in delivering the typical services listed. Consultant is encouraged to indicate any cost saving strategies that Consultant has had previous success.
- b. Discuss any potential technical or management problems that may be encountered during performance of the typical services. Identify Consultant's approach for handling or resolving such unusual aspects or problems.
- c. Consultant is encouraged to identify critical path activities for the typical services listed and ways to expedite such activities.

4. Qualifications and Management Approach

- a. Identify the probable project team that will deliver the typical services listed. Provide brief résumé summaries of qualifications for all key personnel. Résumé summaries should focus on experience and qualifications relevant to the type of projects listed.
- b. Describe how Consultant Team will be managed and quality assured in the performance of the typical services listed.
- c. Submit an organization chart showing the proposed key personnel and support staff necessary to deliver the typical services listed. Briefly describe the proposed responsibilities of each person on the organization chart.

5. Rate Sheet

- a. Submit a spreadsheet listing the classification and billing rate of each proposed staff member.
- b. Provide Consultant's sub-consultant mark-up percent.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Project Management

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Project Management services as needed by the City. The City is anticipating a variety of Federally-funded construction projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced in Project Management for Federally-funded projects. It is the City's intention to enter into on-call contracts with multiple firms for Project Management services. Not all City projects will be federally funded, therefore the City will be evaluating consultant firms for providing Project Management for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain project management services in a timely manner.

The City of Goleta is hereinafter referred to as "City". The firm with professional Project Management services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in this Attachment B.

PROJECT DESCRIPTION

The City is seeking Project Management services to comply with required federal documents and requirements. In performing all project management services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works projects scheduled within the next several years, as well as private developments requiring project management services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these projects, based on qualifications and availability.

- Bike and pedestrian facilities (bike lanes, pedestrian paths)
- City Park improvements – restrooms, parking lots, service roads
- Support of grant applications
- Traffic signals
- Drainage improvements
- Intersection modifications
- Pavement maintenance
- Sidewalk infill

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Project Management

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform project management services on the project types listed above include, but are not limited to:

- Continuous interface with City staff regarding projects
- Attend project meetings and prepare meeting agendas and action items
- Follow up to ensure action items are complied with
- Coordination with engineering consultants
- Coordination with other agencies
- Provide technical review and comment on consultant deliverables
- Development/maintenance of project schedules
- Prepare bid-packages
- Track and monitor project costs
- Track and monitor all funding
- Prepare grant funding claims as required
- Prepare grant applications
- Prepare RFPs for professional services, as required to continue progress of projects

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Project Management services to municipalities of similar size.
2. *Deadlines:* The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Engineering

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide engineering services as needed by the City. The City will be evaluating engineering firms for providing various services for various funded projects (Grants, Federal, City, etc.) It is the City's intention to enter into on-call contracts with multiple firms for Engineering and Environmental services. These firms will be contracted to provide engineering design, environmental planning, review and project documentation as well as drawing preparation services as requested by the Public Works Department. By contracting with multiple firms the City will have the flexibility to obtain these services in a timely manner and avoid possible conflicts of interest.

The successful Consultant(s) will work closely with City personnel and be responsible for:

- The generation of complete set of plans, specifications and construction engineering estimates for city wide projects
- The review and/or preparation of environmental documents
- Preparation of project drawings in CAD.

The City of Goleta is hereinafter referred to as "City". The firm with professional engineering services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the Request for Qualifications cover letter or as further described in this Attachment B.

PROJECT DESCRIPTION

The Consultant will be asked to provide all necessary engineering, environmental and drawing services to bring a project to the point of completion. In performing all engineering services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works and capital improvement construction projects scheduled within the next several years, which may require engineering services and/or peer review. The City will also have a variety of private developments that will provide public improvements that may result in plan checking services of the improvement plans.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Engineering

Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these projects, based upon qualifications and availability.

- Bike and pedestrian facilities (bike lanes, pedestrian paths)
- City Park improvements – restrooms, parking lots, service roads
- Preliminary engineering in support of grant applications
- Traffic signal design
- Drainage improvement projects
- Intersection modifications
- Pavement maintenance projects
- Sidewalk infill

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform engineering design services on the project types listed above include, but are not limited to:

- Preparation of plans, specifications and estimates
- Plan Check/Peer Review
- Preparation of project drawings in CAD
- Constructability Review and Plan Check
- Understanding and application of standard details and specifications from:
 - City of Goleta
 - Caltrans
 - Greenbook
 - APWA
 - AWWA
 - County of Santa Barbara
 - City of Santa Barbara
- Knowledge and understanding of the use of and requirements of federal documentation for design associated with federally-funded construction projects.
- Best Management Practices.
- Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Goleta.
- Understanding of environmental regulations relevant to construction activities.
- Consultant is responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract or legal issues among others.
- Consultant and its sub-consultants shall pay employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws.

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Engineering

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review. Specifically, experience should include, but not be limited to: street, storm drain and bridge construction, etc.
2. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
3. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Geotechnical Engineering

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Geotechnical Engineering services as needed by the City. The City is anticipating a variety of Federally-funded construction projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Geotechnical Engineering for Federally-funded projects. It is the City's intention to enter into on-call contracts with multiple firms for professional Geotechnical Engineering services. Not all City construction projects will be federally funded, therefore the City will be evaluating consultant firms for providing Geotechnical Engineering for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain geotechnical services in a timely manner.

The successful Consultant(s) will work closely with City personnel and be responsible for:

- The review and/or preparation of geotechnical documents
- Preparation of project drawings in CAD.

The City of Goleta is hereinafter referred to as "City". The firm with professional Geotechnical Engineering services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

PROJECT DESCRIPTION

The City is seeking professional geotechnical engineering services to comply with required federal documents and requirements. The Consultant will be asked to provide all necessary Geotechnical Engineering services as needed by the City. In performing all professional Geotechnical Engineering services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next several years, as well as private developments requiring geotechnical services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Geotechnical Engineering

Below is a list of anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.

- Grading and Site Clearing
- Seepage Control and Dewatering Analysis
- Foundation Design
- Pavement Design
- Pile Design
- Submerged and Partially Submerged Retainment Structure Design
- Compacted Fills Soil Classification and Physical Properties
- Slope Stability and Protection
- Hazardous Materials Seismic Stability
- Liquefaction
- Open and Braced Excavations (Shallow and Deep)
- Material Testing
- Groundwater Analysis
- Flexible Retaining Structures
- Construction Inspection
- Special Inspection
- Subsurface Geotechnical Investigation
- Field exploration, laboratory testing, and instrumentation

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform geotechnical engineering services on the project types listed above include, but are not limited to:

- Constructability Review and Plan Check
- Understanding and application of standard details and specifications from:
 - City of Goleta
 - Caltrans
 - Greenbook
 - APWA
 - AWWA
 - County of Santa Barbara
 - City of Santa Barbara

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Geotechnical Engineering

- Knowledge and understanding of the use of and requirements of federal documentation for design associated with federally-funded construction projects.
- Best Management Practices
- Ability to work with utilities, special districts, and public agencies in and adjacent to the City of Goleta
- Understanding of environmental regulations relevant to construction activities
- Unless already existing, CONSULTANT shall establish a local project office in Santa Barbara County within close proximity to the PROJECT, as necessary.
- CONSULTANT is responsible for keeping CITY regularly informed with regard to issues related to cost, schedule, contract or legal issues among others.
- CONSULTANT and its sub-consultants shall pay employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws.

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Geotechnical Engineering services to municipalities of similar size or sufficient experience in Design and Plan Check/Peer Review. Specifically, experience should include, but not be limited to: street, storm drain and bridge construction, etc.
2. *Deadlines:* The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Traffic Engineering

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide on-call Traffic Engineering services as needed by the City. The City is anticipating a variety of traffic engineering and transportation planning projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Traffic Engineering and applicable federal, state and local standards and guidelines. It is the City's intention to enter into on-call contracts with a number of firms for professional Traffic Engineering services. By contracting with a number of firms, the City will have the flexibility to obtain traffic services in a timely manner and work on multiple projects simultaneously.

The successful Consultants will work closely with City personnel including the City Traffic Engineer on an as-needed basis to assist staff in keeping a variety of projects on schedule and within budget. The City of Goleta is hereinafter referred to as "City". The firms with professional Traffic Engineering services are hereinafter referred to as "Consultants". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

PROJECT DESCRIPTION

The City is seeking professional Traffic Engineering services to assist the Public Works Department in carrying out many project types as listed below. In performing the professional Traffic Engineering services, the Consultants shall work to protect the interests of the City and to provide the highest quality services possible.

It is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, the City is not required to incorporate any of the recommendations or comments.

Below is a list of the anticipated project types covered by this RFQ. Any prequalified consultant may be selected for one or more of these types of projects, based on qualifications and availability.

- Traffic and parking studies including warrant analysis as applicable
- Transportation demand management programs
- Signal timing and coordination plans, and recommendations on signal maintenance and upgrades

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Traffic Engineering

- Planning and conceptual designs of traffic diversion and calming plans including roundabouts.
- Planning and conceptual designs of complete streets in light of established standards and guidelines, as well as assessment of potential operational impacts (Such as the impacts on auto traffic that could result from a road diet to provide bike lanes).
- Planning and establishment of safe routes to schools.
- Development and updates of transportation related policies and guidelines such as transportation master plans.
- Grant writing for federal, state and regional funding programs for traffic studies and improvement projects.
- Review of the traffic and parking aspects of City capital improvement projects
- Multi-modal travel modeling and traffic volume forecasts.
- Establishment and updates of transportation related fees such as traffic impact fees.
- Respond to public inquiries and requests for traffic control device installations and modifications such as stop signs, crosswalks, traffic channelization, speed zones, etc.
- Traffic and parking management and control plans.
- Data collection including multi-modal traffic volumes, traffic speeds, origin-destination surveys, travel time and delays, and parking utilization.
- Sign and pavement marking retroreflectivity assessment, and data processing.
- Present projects and programs in project meetings, community workshops and public hearings as needed.

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform traffic engineering services on the project types listed above include, but are not limited to:

- Understanding and application of the ITE Trip and Parking Generation Manuals, City of Goleta zoning ordinance; Climate Action Plan and General Plan, CA MUTCD, NACTO, CA Standard Plans and Specifications, etc.
- Understanding and application of relevant operational and travel modeling software such as Synchro, Sidra, Visum, and EMME2.
- Best Management Practices.
- Ability to work with transit providers, emergency service providers, neighboring cities, UCSB, the Santa Barbara Airport, the County of Santa Barbara, the Coastal Commission, utility service providers, special districts, and walking and cycling advocacy groups.
- Understanding of environmental regulations relevant to the transportation system.

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Traffic Engineering

- Consultants are responsible for keeping City regularly informed with regard to issues related to cost, schedule, contract and legal issues among others.
- Consultants and any sub-consultants shall pay their employees the applicable prevailing wages as determined by California Department of Industrial Relations and Federal, State and local laws.

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultants must have experience providing Traffic Engineering services to municipalities of similar size or sufficient experience in the transportation planning and traffic engineering. Specifically, experience should include but are not limited to: safety studies, operational studies, warrant analysis, signal operations, conceptual road designs, and data collection and travel modeling.
2. *Deadlines:* The Consultants must meet the deadlines listed in the various project schedules. The Consultants will have the opportunity to help create the schedule, but once finalized must adhere to it.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local standards and requirements. This includes City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultants shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Surveying

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified land surveying professionals to provide on-call map check, legal description check, corner record preparation, and lot line adjustment services, as well as other professional surveyor services as needed by the City. The purpose of the on-call contract is to provide the Public Works Department with the ability to obtain assistance quickly to satisfy City of Goleta customers and City Staff. Currently, no one on City Staff is qualified to sign the City Surveyor Statement attesting to the technical correctness on Final Maps and Parcel Maps, or to prepare or review legal descriptions and corner records. It is the City's intention to enter into on-call contracts with multiple firms for Surveying services. By contracting with multiple firms the City will have the flexibility to obtain professional surveyor consulting services in a timely manner.

The City of Goleta is hereinafter referred to as "City". The firm with a professional land surveyor is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter, or as further described in this Attachment B.

PROJECT DESCRIPTION

The Consultant will be asked to provide all necessary on-call map check, legal description check, corner record preparation, and lot line adjustment review services, as well as other professional surveyor services as needed by the City. In performing all professional surveyor services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. All services shall be performed under the direction of a Professional Land Surveyor licensed in the State of California. No subcontractors shall be utilized without prior authorization by the City.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

A. Map Check Services Component

Parcel Maps and Final Maps are to be reviewed at a minimum for mathematical closure, and compliance with the Subdivision Map Act, the Professional Land Surveyor's Act, the City of Goleta Subdivision Ordinance, the approved Tentative Map, the approved Conditions of Approval, and a current Title Report.

The map checks shall include, but are not necessarily limited to:

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Surveying

- Review of survey documentation
- Lot and boundary closure calculations
- Dedications and easement provisions
- Legal descriptions and completeness and accuracy of data notation
- Review of completeness of submittals
- Document submittal deficiencies and advise the City as necessary
- Identify any additional reference materials required for a thorough map check
- Parcel Map Approval – Sign and stamp City Surveyor’s Statement attesting to technical correctness on Parcel Maps in accordance with Chapter 2, Maps; Article 3, Section 66450
- Final Map Approval – Sign and stamp City Surveyor’s Statement attesting to technical correctness on Final Maps in accordance with Chapter 2, Maps; Article 2, Section 66442

Some of the specific items that shall be reviewed and/or map checked are as follows:

- Title sheet information
- Current legal descriptions
- Correct assessor’s parcel being subdivided per the Title Report
- Closure of subdivision boundary and individual lots
- Verify lot areas
- Check for correct mathematics
- Proper delineation and identification of record data
- All appropriate data in the Title Report is shown on the map
- Proper reference to adjacent record maps is shown
- Proper references and ties to found/set monuments are shown
- Calculated, recorded, and measured distances agree, or variances are noted on the map
- Verify ownership shown on the map against the Title Report
- Compliance with the Subdivision Map act and City of Goleta Subdivision Ordinance

B. Legal Description Check Services Component

Legal descriptions shall be reviewed at a minimum for completeness for mathematical closure (when applicable), compliance with the Professional Land Surveyor’s Act, and conformance with current Title Report. Grant Deed, Easement Deed, and other document forms may be included in the review process.

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Surveying

Legal description checks include, but are not necessarily limited to:

- Closure calculations
- Legal description completeness
- Review of completeness of deed exhibit map (attachment)
- Document submittal deficiencies and advise the City as necessary
- Identify any additional reference materials required for a thorough deed check
- Approval – Sign and stamp legal description legal description

C. Corner Record Services Component

Corner Records shall be reviewed or prepared and filed in conformance with Business and Professions Code Section 8771 and Santa Barbara County Surveyor requirements, documenting the locations of existing monuments that are in jeopardy of being destroyed, obscured or obliterated when a capital improvement project is constructed or reconstructed. Corner record services include, but are not necessarily limited to:

- Review of corner records prepared by City Staff or contracted Consultant for completeness and accuracy
- Prepare corner records
- Approve – sign and stamp corner record for filing with County Surveyor's Office

D. Lot Line Adjustment Services Component

Lot line adjustment documents shall be reviewed or prepared at a minimum for compliance with the City of Goleta Lot Line Adjustment Requirements, the Subdivision Map Act, and the Land Surveyor's Act.

Lot line adjustment services include, but are not necessarily limited to:

- Review/prepare legal descriptions associated with lot line adjustments
 - Civil Code 1093 clause on face of Legal description
 - Acknowledgement (Notary Statement)
 - Exhibit A (Legal description of property being conveyed)
 - Exhibit B (Sketch of legal description in Exhibit A)
- Review/prepare Partial Reconveyance documents
- Review/prepare Modified Deed of Trust
- Review/prepare Owner's Certificate and Certificate of Holders of Record Title Interest
- Review/prepare Notice Document (if applicable)
- Verify ownership shown on documents against the Title Report

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Surveying

E. Field Services

Complete field services performed at the request of the City will include but are not necessarily limited to the following:

- Construction
- Geodetic Control
- Boundary
- Right of way location
- Monitoring / Subsidence surveys

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing map checking to municipalities of similar size or sufficient experience with preparing and recording final maps, parcel maps, lot line adjustments, corner records and legal descriptions. Specifically, experience should include, but not be limited to: subdivision map checking or preparation, creating and reviewing closure calculations, creating and reviewing easements and right-of-way documents, reading and using title reports, etc.
2. *Deadlines:* A maximum review time for initial map check, legal description check, corner record check, and lot line adjustment check of twenty (20) business days, not including transit time from and to City of Goleta Public Works Department. Each subsequent document check, if necessary, shall not require more than ten (10) business days, not including transit time.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Landscape Architecture & Design

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Landscape Architecture and Design services as needed by the City. The City is anticipating a variety of Federally-funded projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Landscape Architecture and Design of Federally-funded projects. It is the City's intention to enter into on-call contracts with multiple firms for Landscape Architecture and Design services. Not all City projects will be federally funded; therefore the City will be evaluating consultant firms for providing services for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain these services in a timely manner.

The successful Consultant(s) will be able to provide the City with:

- Full site grading and drainage
- Park facilities design
- Lighting design
- Architectural and plumbing service for restroom facilities
- Park signage and monumentation.

The City of Goleta is hereinafter referred to as "City". The firm with professional Landscape Architecture and Design services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

PROJECT DESCRIPTION

The City is seeking professional landscape architecture and design services to comply with required federal documents and requirements. The Consultant will be asked to provide all necessary services as needed by the City. In performing all professional services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next two years, as well as private developments requiring these services.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Landscape Architecture & Design

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform landscape architecture and design services on City projects, but are not limited to:

- Developing preliminary plans and working drawings
- Preparing cost estimates and work schedules
- Preparation of specifications and construction support
- The landscape architectural consultant must have specific design expertise with landscape designed for USGBC, LEED building projects, and shall have a LEED accredited professional as part of the project staff.
- The landscape architecture firm will also facilitate discipline coordination, coordination between the City and any regulatory agencies as required.
- Understanding of standard details and specifications from:
 - Caltrans
 - Greenbook
 - APWA
 - AWWA
 - City of Goleta
 - County of Santa Barbara
 - City of Santa Barbara

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Landscape Architecture and Design services to municipalities of similar size or sufficient experience in Landscape Architecture and Design services. Specifically, experience should include, but not be limited to: Parks, streets, street medians and shoulders, storm drain and bridge construction, etc.
2. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
3. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Environmental Planning and Permitting Services

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Environmental Planning and Permitting Services as needed by the City. The City is anticipating a variety of Public Works Capital Improvement Program projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with environmental permitting and planning procedures specifically for Public Works type projects. Consultant must be familiar with local, state and federal regulations. Consultant would serve on a Project Development Team; in some cases the Consultant would be the sole provider of environmental services, and on larger projects the Consultant would assist Staff in managing the work of a larger environmental services firm. By having multiple firms on the short list the City will have the flexibility to obtain these services in a timely manner and avoid possible conflicts of interest.

It is the City's intention to enter into on-call contracts with multiple firms for Environmental Planning and Permitting services. The successful Consultant(s) will be able to provide the City with Environmental Planning and Permitting Services on an as-needed basis to assist Staff in keeping a variety of Public Works projects on schedule.

The City of Goleta is hereinafter referred to as "City." The firm with professional Environmental Planning and Permitting services is hereinafter referred to as "Consultant." Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

PROJECT DESCRIPTION

The City is seeking professional Environmental Planning and Permitting Services to assist the Public Works Department Staff in keeping a variety of Public Works projects on schedule. Tasks may include any of the following:

- Participate in the Project Development Team
 - Assist Public Works Staff in navigating the environmental planning and permitting process.
 - Create and file CEQA CE documents
 - Assist with filling out permit applications
- Review and provide comments and/or proposed mitigations to Public Works Staff on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations
 - Interface with City Planners on behalf and with Public Works Staff when necessary to facilitate the process.

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Environmental Planning and Permitting Services

In performing all Environmental Planning and Permitting Services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability.

- Bridge Replacements
- Park Improvements
- Drainage Projects
- Flood Control Projects
- Paving and Overlay
- Roundabouts
- Road Extension/ new roads
- Landscaping
- Bike Paths/Bike Lanes
- Pedestrian Improvements
- Parking Lot Improvements

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform Environmental Planning and Permitting Services on the project types listed above include, but are not limited to:

- Application of state and local laws and ordinances and the City's Municipal Code
- Application of CEQA and NEPA
- Thorough knowledge and understanding of the City's General Plan
- Attendance at internal and external meetings with staff and other consultants
- Attendance at DRB and Planning Commission
- Assist in preparation of Staff Reports and Exhibits for DRB and Planning Commission
- Review mitigation plans
- Application of the Storm Water Management Plan and the Regional Water Quality Control Board requirements

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Environmental Planning and Permitting Services

- Understanding of and experience working with various agencies including but not limited to:
 - Caltrans
 - Coastal Commission
 - Santa Barbara Airport
 - City and County of Santa Barbara,
 - Fish and Wildlife
 - Army Corps of Engineers

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Environmental Planning and Permitting Services to municipalities of similar size or sufficient experience with reviewing providing comments and conditioning development projects.
2. *Deadlines:* The Consultant must meet the deadlines listed in the various Project schedules. The Consultant will have the opportunity to help create the schedule, but once finalized must adhere to it/them.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Development Review

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Development Review services as needed by the City. The City is anticipating a variety of private development projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with review of private development projects as it impacts the public right of way, and applying state and local laws, ordinances and establishing conditions of approval for these projects. It is the City's intention to enter into on-call contracts with multiple firms for Development Review services. By contracting with multiple firms the City will have the flexibility to obtain said services in a timely manner.

The successful Consultant(s) will be able to provide the City with full Development Review services that can bring a private development project through the City's discretionary approval process and in accordance with the Permit Streamlining Act.

The City of Goleta is hereinafter referred to as "City". The firm with professional Development Review services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

PROJECT DESCRIPTION

The City is seeking professional Development Review services to assist the Public Works Department in processing private development applications. The services will include all necessary work to process an application from submittal to final discretionary action. The Consultant shall be responsible for reviewing private development applications and preparing recommended conditions of approval, such as public improvements and environmental impact mitigations. Said review may include any of the following:

- Participate in the Development Review Committee
 - Review development application
 - Determine if additional materials are needed to provide a complete review
- Environmental Review
 - Review and provide comments and/or proposed mitigations to City Planners on environmental documents such as Initial Studies/Scoping documents, Environmental Impact Reports, Mitigated Negative Declarations

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Development Review

- Plan Review
 - Review and provide comments on development plans related to impacts to the public right of way
- Review and provide comments on traffic studies/analyses
- Review and provide comments on drainage and storm water studies and plans.

The Consultant will review all pertinent submittal and provide comments, and recommend mitigations and conditions to move the development application forward to decision makers.

In performing all Development Review services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

Below is a sample list of anticipated projects types that are covered by this RFQ. Any prequalified consultant may be selected for one or more of these construction projects, based upon qualifications and availability.

- Subdivisions
- Lot Line Adjustments
- Commercial Developments
- Residential Developments

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform Development Review services on the project types listed above include, but are not limited to:

- Application of state and local laws and ordinances and the City's Municipal Code
- Application of the Subdivision Map Act
- Attend internal and external meetings with staff, applications and other review bodies
- Review Traffic Analysis
- Review Drainage Studies
- Application of the Storm Water Management Plan and the Regional Water Quality Control Board requirements
- Review of project plans in relation to public impacts/improvements

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Development Review

- Understanding of standard details and specifications from:
 - Caltrans
 - Greenbook
 - APWA
 - Institute of Transportation Engineers (ITE) Trip Generation Manuals
 - City of Goleta
 - County of Santa Barbara
- Ability to work with utilities and public agencies in and adjacent to the City of Goleta

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing Development Review to municipalities of similar size or sufficient experience with reviewing providing comments and conditioning development projects. Specifically, experience should include, but not be limited to: subdivision map, development plans, CEQA processing, commercial and residential developments and reading and using title reports, etc.
2. *Deadlines:* A maximum review time for initial review of a project is twenty (20) business days, not including transit time from and to City of Goleta Public Works Department. Each subsequent document check, if necessary, shall not require more than ten (10) business days, not including transit time.
3. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
4. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT B

Preliminary Description of On-Call Professional Engineering and Environmental Services

Construction Management, Inspection and Testing

BACKGROUND

The City of Goleta Public Works Department is requesting a Statement of Qualifications (SOQ) from qualified firms to provide Construction Management, Inspection and Materials Testing (CMIT) services as needed by the City. The City is anticipating a variety of Federally-funded construction projects to commence in the near future. As such, the City is actively seeking Consultants familiar and experienced with Construction Management of Federally-funded projects. It is the City's intention to enter into on-call contracts with multiple firms for Construction Management, Inspection and Testing services. Not all City construction projects will be federally funded, therefore the City will be evaluating consultant firms for providing CMIT for various funded projects. By contracting with multiple firms the City will have the flexibility to obtain inspection services in a timely manner.

The successful Consultant(s) will be able to provide the City with full CMIT services including, but not limited to, a Resident Engineer with a Civil Engineering license in the State of California.

The City of Goleta is hereinafter referred to as "City". The firm with professional CMIT services is hereinafter referred to as "Consultant". Consultant is invited to submit a written SOQ for any or all of the services listed in the cover letter or as further described in Attachment B.

PROJECT DESCRIPTION

The City is seeking professional construction management to comply with required federal documents and requirements. The Consultant will be asked to provide all necessary CMIT services as needed by the City. In performing all professional CMIT services, the Consultant shall work to protect the interests of the City and to provide the highest quality services possible for the City. The City has a variety of public works construction projects scheduled within the next two years, as well as private developments requiring public works inspection.

The Consultant is representing itself as a qualified professional in services provided to the City; therefore, it is acceptable to submit recommendations and comments for consideration on format, process, and additional content of providing the services. The City will consider comments and recommendations; however, City is not required to incorporate any of the recommendations or comments.

TYPICAL SERVICES REQUIRED

The required services and abilities required to successfully perform CMIT services on the projects listed above include, but are not limited to:

- Constructability Review
- Oversight of Construction Surveying and Material Testing

ATTACHMENT B (Continued)

Preliminary Description of On-Call Professional Engineering and Environmental Services

Construction Management, Inspection and Testing

- Pre-Job Coordination and Administration Activities
- Understanding of standard details and specifications from:
 - Caltrans
 - Greenbook
 - APWA
 - AWWA
 - City of Goleta
 - County of Santa Barbara
 - City of Santa Barbara
- Experience in documentation of activities through Daily Inspection Logs
- Construction Safety Orders
- Best Management Practices
- Inspection of:
 - Traffic Control
 - Storm Water Prevention Measures
 - General Street Construction
 - Underground Utility Construction
 - Traffic Signal Installation
 - Landscaping and Irrigation Installation
 - Street Striping
- Ability to work with utilities and public agencies in and adjacent to the City of Goleta
- Understanding of environmental regulations relevant to construction activities

REQUIREMENTS

Consultant(s) shall meet the following requirements:

1. *Experience:* The Consultant must have experience providing CMIT services to municipalities of similar size or sufficient experience in CMIT services. Specifically, experience should include, but not be limited to: street, storm drain and bridge construction, etc.
2. *Compliance:* Consultants shall comply with all applicable Federal, State, and local laws and ordinances. This includes City insurance and indemnification requirements.
3. *Reporting:* Once per month, the Consultant shall provide the City with an itemized account of all services provided in a format approved by the City.

ATTACHMENT C

Request for Qualifications for On-Call Professional Engineering and Environmental Services

FEDERAL REQUIREMENTS AND FORMS

ATTACHMENT C

Request for Qualifications for On-Call Professional Engineering and Environmental Services

FEDERAL REQUIREMENTS AND FORMS

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

If a City Project includes Federal-Aid funding the project must comply with Federal requirements related to the use of Disadvantaged Business Enterprises (DBE) consultants. At such time that a Consultant is selected from the On-Call list by the CITY, the CITY will determined what the DBE goal for the proposed services for PROJECT is. Consultant will then be requested to meet the stated DBE Goal or show a good faith effort and to identify all DBE participants in their proposed team (see Exhibit 10-O1 and 10-O2 – below). There are three documents related to DBE that proposing Consultants need to review and comply with:

- **Exhibit 10-I Notice to Proposers DBE Information.**
This attached exhibit is from the Caltrans Local Assistance Procedures Manual and defines DBE and provides assistance and direction to Consultants on how to locate qualified DBE certified firms and how to be responsive to this RFQ.
- **Exhibit 10-O1 Consultant Proposal DBE Commitment.**
This attached exhibit is from the Caltrans Local Assistance Procedures Manual. The document provides documentation on DBE **commitments and it must be completed by the proposing Consultant and submitted to CITY along with the Statement of Qualifications.**
- **Exhibit 10-O2 Consultant Contract DBE Information.**
This attached exhibit is from the Caltrans Local Assistance Procedures Manual. The document provides cost information about the DBE firms **and it must be completed by the successfully selected Consultant during contract negotiations. This form should not be submitted along with the Statement of Qualifications**

Federal Contract Language

- **Exhibit 10-Q Disclosure of Lobbying Activities + Instructions for Completing.**
This attached exhibit is from the Caltrans Local Assistance Procedures Manual. The document provides evidence of any lobbying efforts that the Consultant may have engaged. **This form should be submitted along with the Statement of Qualifications.**

ATTACHMENT C

Request for Qualifications for On-Call Professional Engineering and Environmental Services

FEDERAL REQUIREMENTS AND FORMS

- **Exhibit 10-R Required Federal Contract Provisions.**
The attached Federal Contract language provisions are from the Caltrans Local Assistance Procedures Manual. **At this time, these Federal Provisions are being provided to the Consultants for review purposes only.** Should a Consultant, selected on an “On-Call” list, be asked to provide services on a Federally Funded Project, then the contract between the Consultant and the City will include provisions similar and not limited to, to the attached.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

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

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

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

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

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

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

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

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency Representative's Name _____	26. Phone _____	17. Preparer's Name _____	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency Representative's Name _____	26. Phone _____	17. Preparer's Name _____	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

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

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

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

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-R A & E SAMPLE CONTRACT LANGUAGE

(For Local Assistance Federal-aid Projects)

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ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT'S Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45

calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

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

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'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 LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY 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 LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY'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 LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY procedures; and credit LOCAL AGENCY 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 LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES

(Choose either Option 1 or Option 2)

(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)

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

(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

-If for Final Design Services, also include paragraphs D & E below with paragraphs A, B and C above .

- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

If Construction Administration Services include paragraphs D, E & F below with paragraphs A, B and C above.

- D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV 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 LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY 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 XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

Only for Contracts of \$150,000 or greater:

- 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 XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE XVIII FUNDING REQUIREMENTS

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

ARTICLE XIX CHANGE IN TERMS

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

ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is _____%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of

the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

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

ARTICLE XXI 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, LOCAL AGENCY 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 XXII DISPUTES

For all Services that do not include Final Design:

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

For Services that include Final Design, replace Paragraph B below with Paragraph B above.

- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIII INSPECTION OF WORK

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

ARTICLE XXIV 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 LOCAL AGENCY Safety Officer and other LOCAL AGENCY 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, LOCAL AGENCY 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.

For Services that may include trenching of five feet or deeper include the following Paragraph:

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 XXV INSURANCE

If Services requires consultant or subconsultant tp work within the operating State or Local Agency Highway Right of Way:

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

*If Services to not requires consultant or subconsultant tp work within the operating State or Local Agency Highway Right of Way:*CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XXVI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY 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 XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY'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 LOCAL AGENCY'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 LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY 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 LOCAL AGENCY 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 LOCAL AGENCY's actions on the same, except to LOCAL AGENCY'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 LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

For Services that include Final Design, add the following Paragraph:

- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 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 XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. 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 contract record.

ARTICLE XXXI RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.