This Amendment to Professional Services Master Contract for background research, environmental services, traffic study and geometric design, Plans, Specifications, and Estimates (PS&E), coordination and meetings, public outreach, bidding and design support during construction is made and entered into on _________________________, by and between the City of Stockton, a municipal corporation, hereinafter referred to as “CITY,” SIEGFRIED ENGINEERING, INC., hereinafter referred to as “FIRM,” to provide CITY with background research, environmental services, traffic study and geometric design, Plans, Specifications, and Estimates (PS&E), coordination and meetings, public outreach, bidding and design support during construction for the SWAIN ROAD AND MONTAUBAN AVENUE Roundabout Installation (PROJECT NO. 13-15/FEDERAL PROJECT NO. CML-5008(129)), hereinafter referred to as “PROJECT.”

WITNESSETH:

WHEREAS, CITY and FIRM entered into a Professional Services Master Contract for Design, Geotechnical, Testing, Plan Review, and Survey Services; Construction Management and Inspection Services; Roofing, Electrical, and Mechanical Design Services; and Preparation of Generalized and Specialized CEQA and NEPA Studies on July 13, 2010, pursuant to Resolution No. 10-0242, as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide background research, environmental services, traffic study and geometric design, Plans, Specifications, and Estimates (PS&E), coordination and meetings, public outreach, bidding and design support during construction for PROJECT.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. **Section 1—SCOPE OF SERVICES.** The Scope of Services is hereby amended to include background research, environmental services, traffic study and geometric design, Plans, Specifications, and Estimates (PS&E), coordination and
meetings, public outreach, bidding and design support during construction for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.

2. Section 2—COMPENSATION. Compensation is hereby amended ($89,888.00) to include Exhibit "A," attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.

3. Section 3—SCHEDULE FOR COMPLETION. Schedule for Completion is hereby amended to include Exhibit "A" attached hereto and by reference made a part hereof.

4. Section 13—INSURANCE. Insurance requirements under this amendment shall comply with the current insurance requirements specified in Exhibit “B,” which is attached to this contract and incorporated by this reference. FIRM shall provide thirty (30) days written notice to CITY prior to canceling or changing the terms of such coverage.

5. Section 14—FEDERAL PROVISIONS. FIRM shall comply with the Federal Aid Consultant Contract Provisions which are attached hereto as Exhibit “C” and incorporated herein by this reference.

6. All other terms and conditions of said original Professional Services Master Contract shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have caused this Amendment to Professional Master Contract to be executed on the date and year first written above.

ATTEST:

__________________________
BONNIE PAIGE
City Clerk of the City of Stockton

By: _________________________

CITY

By: _________________________

KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM & CONTENT:

JOHN M. LUEBBERKE
OFFICE OF THE CITY ATTORNEY

By: _________________________

Deputy City Attorney

By: _________________________

FIRM

Title: ________________________
March 10, 2014

Mr. Alex Martinez
City of Stockton
Public Works
22 East Weber Ave.
Stockton, California 95202

Regarding: Scope of Work for Professional Design and Engineering Services
Swain Round a Bout Project
Stockton, California

Dear Alex,

Our approach to your project is to implement our planning, civil engineering, surveying, landscape architecture and traffic experience in a big picture method as an integral member of your project team. Our engineering design practice makes full use of dynamic site design software, providing a more efficient design process, resulting in time and cost savings for you. Our scope of work is as follows:

Task 1 - Background Research
1. Siegfried will research and review available existing boundary and street improvement data, collision reports, sight distances, approach speeds, pedestrians and vehicle volumes, public transit routes, grade, need of advance warning signs and flashers, and other geometrical and operation characteristics. In addition Siegfried will conduct field reconnaissance of the entire project limits with a topographic and boundary survey.
2. Siegfried will work with all pertinent utilities to identify conflicts, coordinate utility plan reviews, conduct necessary coordination meetings, and locate designed improvements as required to facilitate utility relocations. Siegfried will coordinate with all utilities in accordance with Caltrans “Manual on High and Low Risk Underground Facility within Highway Rights of Way”. Siegfried will show all existing utilities that will be impacted or cause impact by the proposed project and provide copies of utility correspondence for City files.
3. Siegfried will identify required permits, prepare all permit applications, and assist the City with negotiations relative to permit conditions, if required. Permit fees will be paid by the City.

Task 2 - Environmental Services
1. Siegfried will ensure all interested and responsible public agency representatives are included on the project information contact list. This list will be coordinated with the Caltrans District 10 Local Assistance team members at project development team meetings and through informal coordination to ensure that all responsible and trustee agencies responsible for resources that could be affected by the project are identified.
2. Siegfried will prepare a memorandum summarizing the existing biological, land use and cultural resources conditions, as well as any other resources, which may be affected by the proposed project,
to provide context to the project design process. Siegfried will then work to identify methods to reduce the potential for impacts identified in the 2013 PES analysis to less-than-significant levels. This process will focus on optimizing construction methods and reducing project footprint impacts to the greatest degree possible. Siegfried will develop a detailed written description of the Proposed Project, including a description of construction procedures, construction scheduling, roadway descriptions and operational requirements. Siegfried will provide this draft project description to the City and, with the City’s approval, to Caltrans. Siegfried will modify the project description in response to comments received and will prepare a working project description to use in the early consultation process and to reevaluate the preparation of technical studies.

3. The City will invite Caltrans District 10 Office of Local Assistance environmental staff members to participate in a site visit to evaluate the effectiveness of the Project Description’s impact reduction methods. This session will be concluded with a meeting to discuss and resolve that the only studies necessary are a noise memo (prepared by the City) and a detour plan (prepared by Siegfried) coupled with a traffic memo (prepared by the City). Siegfried will record the results of this meeting in memo form.

4. Upon approval of the proposed technical studies and based upon Caltrans determining that the proposed project meets the Categorical Exemption standard of NEPA (e.g., 23 CFR 771.117(d)(1), 23 CFR 771.117(d)(2) and/or 23 CFR 771.117(c)(22), the District 10 Local Assistance Engineer and District Senior Environmental Planner would jointly make that determination. Siegfried will prepare the necessary NEPA form and provide it to the City thus concluding the NEPA processes.

5. Based on the City’s determination that the project meets the Categorical Exclusion requirements of CEQA (e.g., Guidelines Section 15301(c)) Siegfried will prepare the required CEQA Exclusion documents and file with the appropriate agency.

6. All reproduction mailing and distribution is included in this scope of services.

Task 3 – Traffic Study and Geometric Design

1. Siegfried will utilize Synchro 8.0/SIDRA software for the intersection level of service analysis and determine the required lane configuration and overall layout of the roundabout. The objective of the Synchro analysis will be to minimize traffic queues, provide enough merging lanes, and reduce delays at the intersection. We will obtain traffic counts from the City. The hourly traffic counts will be used to determine the peak periods for the a.m. peak and p.m. peak hour traffic analysis. If current counts are not available, we will conduct the turning movement traffic counts.

2. For evaluating roundabouts, we will use SIDRA software model. This is a highly effective roundabout analysis tool that utilizes gap-acceptance as a key analytic feature. Siegfried will follow the recommended standards contained in the FHWA publication, Roundabouts, An Informational Guide, 2000, and in the Caltrans supplemental document, Design Information Bulletin No. 80-01, Roundabouts. We will compare these results with the results of Synchro, such that we can be assured of obtaining a conservatively accurate analysis of the proposed roundabout. Roundabout analysis with two standard softwares has been identified as Caltrans standard practice.

3. Siegfried will complete an on- and off-street parking inventory and occupancy survey to determine the supply and demand for on-street parking in the vicinity of the project site.

4. Based on additional data collected as part of our research, Siegfried will modify the roundabout layout that has been prepared and included as part of this proposal. The preliminary recommendations based on the operations analysis and parking occupancy study will be presented for City’s review, prior to finalizing conceptual plans for the roundabout.

5. Our traffic and parking study report will include the intersection level of service analysis and the findings of the on street parking survey. Siegfried will prepare a letter report that will summarize the level of service analysis for the intersection and the findings of the parking survey.

6. Siegfried believes that the initial geometric design is the most critical element for a roundabout design. The purpose of this submittal will be to review the horizontal design with the City of Stockton and finalize the conceptual plan. We understand that any minor changes made to the horizontal design
may require complete redesign of the modern roundabout, so we feel that it is best to identify and finalize the layout of the roundabout at this stage. As part of our geometric design submittal, we will have the roundabout location optimized and all of the design parameters set to acceptable ranges. The following items will be clearly indicated and reflected in our submittal:

i. Final lane configuration(s)
ii. Finalized face of curb design including crosswalks, splitter islands, bike ramps, truck aprons, etc.
iii. Design vehicle(s) movement checks using AUTOTURN/TORUS
iv. Locations of all multimodal paths, sidewalks, bike ramps, etc with appropriate widths
v. Overall lane markings and pavement arrows for the entire study area
vi. Design file showing actual measurements of the design parameters
vii. Calculations showing the stopping sight distance and intersection sight distance
viii. Fast Path speed calculations at entry and circulating

7. The roundabout design will be developed far enough to have an idea of raised median locations identified, access points, major utilities and other potential impacts prior to a Public Informational Meeting (PIM) so relatively accurate information can be presented and discussed with property owners to include Level of Services (LOS).

Task 4 - Plans, Specifications, and Estimates (PS&E)

1. Siegfried will in accordance with the City’s standards and CA MUTCD prepare complete PS&E documents, which include design improvement plans, traffic control plans, electrical plans, drainage plans, technical specifications, and an Engineer’s Estimate.
2. Siegfried will prepare a base map showing existing information to facilitate the design of all the necessary improvements. The base map limits will be sufficient to cover all necessary improvements within the project area.
3. Improvement plans for roundabout, striping, roadway, drainage, electrical, PTZ camera location and details, Fiber Optic layout and interconnect design details. If RRFB design is needed, Siegfried will design and RRFB, erosion control and or water pollution prevention, and miscellaneous plans which will be submitted for review to the City at the 65%, and 95% completion stage. In addition to the standard plan deliverables fiber termination and details will be shown on the plans at the study intersection and the adjacent intersection where it would be interconnected. Fiber assignment and splicing diagrams will be shown as needed.
4. At each stage Siegfried will provide one (1) electronic (PDF) and six (6) hard copy sets of PS&E (three (3) 24” x 36” plans sets and three (3) half-scale plans sets on 11” x 17”) at each design stage to the City for review and comments. With each stage, the review comments from the previous stage will be itemized and a written response to each will be prepared in a comment matrix. The original red-line comments from the reviewing agency will be returned with the succeeding submittal. Siegfried will provide detailed project estimates and specifications at the 65% and 95% submittals. After the 95% submittal review by staff, a check print (at 100%) will be sent for editorial purposes prior to plotting on mylars.
   i. 65% PS&E - Siegfried will complete design revisions from Stage 1 design. Siegfried will prepare the plans such that the environmental documents may be completed. Siegfried will ensure that one of the primary critical elements of the design at this stage is the vertical control with each leg having vertical profiles.
   ii. 95% PS&E - Siegfried will complete design revisions from Stage 2 design. Detailed project estimates and specifications will be included at this stage. This is the final design, including final construct staging and work zone traffic control and utility coordination.
   iii. 100% Final PS&E - Siegfried will provide the necessary final PS&E documents in bid-ready form. Project files and the Project Engineer’s/Resident Engineer’s file will also be submitted with the final PS&E. Final PS&E submittal will include one (1) plan set of reproducible 24” x 36” on mylars (after editorial review), final cost estimate and specifications, AutoCAD format drawing files and Microsoft Word format of specifications
on CD delivered to the City. Final submittal is due within ninety (90) working days after the date of the Notice to Proceed. After completion of the construction, Siegfried will incorporate the red lines (provided by the contractor) into an as-built set of re-signed mylars. Siegfried will provide electronic copies of the as-built sheets.

5. Siegfried will quality control each submittal prior to submission. These reviews will assure conformance to Caltrans and City Standards criteria as well as minimize typographical omissions.

Task 5 - Coordination and Meetings

1. Siegfried will attend meetings with City and Caltrans staff at least once a month to discuss and finalize the design.

2. Siegfried will prepare and provide a comprehensive schedule to reflect the timeframe for each stage/task of the proposed scope of work, utilizing Microsoft Project. The project schedule will show a base line, tasks, duration, milestones, assignments, critical paths, and other relevant data. The project schedule will be maintained and updated monthly throughout the PS&E phase of the project.

3. Siegfried will coordinate and meet with all utility companies as needed for the project to resolve all utility issues. Siegfried will plan for public outreach to include at least one public meeting with local residents and other stakeholders to provide project information.

Task 6 - Public Outreach

1. Siegfried will research and develop a coded database of potentially interested parties, which will be updated throughout the project with names from the public meeting(s) sign-in; information from the project team; and from telephone, email, and personal contacts. The database will be coded according to interest and involvement with the project. Among the groups on the stakeholders list will be the following:
   a. Vice Mayor Paul Canepa and other elected and appointed officials
   b. Residents and property owners adjacent to the proposed project area
   c. Businesses and other establishments adjacent to the project area
   d. Emergency responders
   e. Public Transit including the San Joaquin Regional Transit District (RTD)
   f. Utility companies
   g. Pertinent City staff

2. The public information meeting will be held to present concepts and design features to neighboring residents, businesses, and the general public. The meeting will be held at the Arnold Rue Community Center located at 5758 Lorraine Avenue. The meeting will be designed primarily to provide information on the project features, goals, and construction impacts. One (1) meeting will be noticed, organized, and conducted.

3. Siegfried will schedule the meeting and make all meeting arrangements; write, design, and issue up to 350 meeting notices by first-class mail to stakeholders and by third-class mail to nearby residents; prepare agendas, sign-in sheets, comment sheets, signage, and other print materials; facilitate meeting proceedings; assist with exhibits and a Power Point presentation to illustrate concepts and plan elements; provide refreshments; record public comments/assist with appropriate responses; and prepare a detailed meeting report.

Task 7 - Bidding and Design Support During Construction

1. Siegfried will provide design support during construction including responding to all RFI(s); submittal reviews and approval; altering project plans to address any design flaws or inconsistencies (at no additional cost to the City); attendance of the pre-construction meeting; consultation with the construction contractor; and preparation of record drawings upon project completion.

2. As-Built record drawings will reflect change orders, accommodations, and adjustments to all improvements constructed. Prior to accepting the As-Built Plans, City staff will review the Record Drawings and electronic files to confirm that they reflect what has actually been constructed. Electronic files of the As-Built drawings (PDF or TIF format at 300dpi resolution settings).
3. The City will perform the construction management in-house which includes a resident engineer duties and inspection.

We look forward to working with you and your project team on this important project. If you have any questions regarding this Proposal, or need additional information, please feel free to contact me directly.

Sincerely,

SIEGFRIED

[Signature]

Paul J. Schneider, QSD, QSP, P.E.
## WORK BREAKDOWN CHART
### Swain and Montauble Roundabout Project
City of Stockton, Public Works Department
March 4, 2014
Siegfried

<table>
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<th>Classification</th>
<th>TASK 1</th>
<th>TASK 2</th>
<th>TASK 3</th>
<th>TASK 4</th>
<th>TASK 5</th>
<th>TASK 6</th>
<th>TASK 7</th>
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### Reimbursable Expenses

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Not-To-Exceed Fee $87,977
## PROJECT SCHEDULE

**Swain and Montauba Avenue Roundabout**
**CITY OF STOCKTON, CALIFORNIA**

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<tr>
<th>ID</th>
<th>Task Name</th>
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<tr>
<td>25</td>
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<td>Construction Documents and Estimates</td>
<td>130 days</td>
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<td>Mon 9/28/15</td>
<td>27, 28, 29, 30</td>
</tr>
<tr>
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<td>Mon 9/16/14</td>
<td>30, 31</td>
</tr>
<tr>
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<td>Fri 8/19/14</td>
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</tr>
<tr>
<td>29</td>
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</tr>
<tr>
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<td>Wed 12/23/14</td>
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<td>City Engineer Approval and Advertising Preparations</td>
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<td>Wed 1/7/16</td>
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<td>Advertise Project to Bidders</td>
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</table>
EXHIBIT B
INSURANCE REQUIREMENTS
CONSULTANT

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

1. INSURANCE
Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than “A: VII” in Best Insurance Key Rating Guide, the following policies of insurance:

A. AUTOMOBILE LIABILITY insurance, endorsed for “any auto” with the following limits of liability: Bodily Injury $250,000 each person, and $500,000 each occurrence. Property Damage $100,000 each occurrence.

B. WORKERS’ COMPENSATION insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

C. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;

FOR ADDITIONAL REQUIREMENT(S):

(i) COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverage’s, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit.

(ii) PROFESSIONAL LIABILITY, Not less than $1,000,000 per Claim/$1,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONSULTANT completes its performance of services under this Agreement.
3. For any claims related to services or products provided under this contract, the Consultant’s insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Consultant’s insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant’s full policy limits and these minimum requirements shall not restrict the Consultant’s liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY’s execution of the Agreement and start of work.

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

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

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Consultant shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY’s Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

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

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.
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Exhibit 15-H “DBE Information – Good Faith Efforts”
Exhibit 17-F “Final Report–Utilization of DBE First Tier Subcontractors”
Exhibit 17-O “DBE Certification Status Change”

*(applicable when cost is over $150,000)*

ARTICLE I INTRODUCTION

The provisions contained in this exhibit are hereby made a part of the consultant contract for this project. The provisions are additive to the Professional Services Master Contract and shall be physically attached to the Amendment to Professional Services Master Contract.

“Scope of Services” in the following articles is defined as the combination of the project scope of work and the corresponding fee to complete the scope of work.

ARTICLE II STATEMENT OF WORK

A. Services to be Furnished
   See Exhibit “A”, Scope of Services of the Amendment to Professional Services Master Contract.

B. Design Standards
   The FIRM shall perform the services in accordance with the City of Stockton Standard Plan & Specifications (current edition), and Caltrans 2010 Standard Plans & Specifications and any amendments thereto.

C. Firm’s Endorsement on Plans, Specification and Estimates/other Data
The responsible firm/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

D. Right of Way
   See Exhibit “A”, Scope of Services of the Amendment to Professional Services Master Contract.

E. Subsurface Investigation
   See Exhibit “A”, Scope of Services of the Amendment to Professional Services Master Contract.

F. The City’s Obligations
   See Section 4 “Rights and Duties of City”, of the Professional Service Master Contract.

G. Conferences, Visits to Site, Inspection of Work
   The FIRM and any subcontractor shall permit the CITY, the state, and the FHWA if federal participating funds are used in this contract; to meet, 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. Cost incurred by FIRM for meetings, subsequent to the initial meeting shall be included in the fee.

H. Checking Shop Drawings/Submittals
   See Exhibit “A”, Scope of Services of the Amendment to Professional Services Master Contract.

I. Documentation
   The FIRM shall document the results of their services to the satisfaction of the CITY, and if applicable, the state and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the scope of work objectives.

J. Number of Copies
   See Exhibit “A”, Scope of Services of the Amendment to Professional Services Master Contract.

ARTICLE III  FIRM’S REPORTS OR MEETINGS

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

B. FIRM’s Project Manager shall meet with CITY’S Project Manager, as needed, to discuss progress on the contract.
ARTICLE IV  PERFORMANCE PERIOD

A.   Effective Contract Dates
See Section 3 – Schedule for Completion of the Amendment to Professional Services
Master Contract.

B.   Contract Award
FIRM is advised that any recommendation for contract award is not binding on the CITY
until the contract is fully executed and approved by the CITY.

ARTICLE V  ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee.
The CITY will reimburse FIRM for actual costs (including labor costs, employee
benefits, travel, equipment rental costs, overhead and other direct costs) incurred by
FIRM in performance of the work. FIRM will not be reimbursed for actual costs that
exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead,
and other estimated costs set forth in the approved FIRM’S Scope of Services, unless
additional reimbursement is provided for by contract amendment. In no event, will FIRM be
reimbursed for overhead costs at a rate that exceeds the CITY’s approved overhead rate set
forth in the Scope of Services. In the event, that the CITY determines that a change to the
work from that specified in the Scope of Services and contract is required, the contract time
or actual costs reimbursable by the CITY shall be adjusted by contract amendment to
accommodate the changed work. The maximum total cost as specified in Paragraph “H"
shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, the CITY will pay FIRM a fixed fee of
$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event
of a significant change in the scope of work and such adjustment is made by contract
amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates
specified in the approved Scope of Services.

D. When milestone cost estimates are included in the approved Scope of Services, FIRM shall
obtain prior written approval for a revised milestone cost estimate from the Project Manager
before exceeding such cost estimate.

E. Progress payments will be made monthly in areas based on services provided and
allowable incurred costs. A pro rata portion of FIRM’s fixed fee will be included in the
monthly progress payments. If FIRM fails to submit the required deliverable items according
to the schedule set forth in the Statement of Work, the CITY shall have the right to delay
payment or terminate this Contract in accordance with the provisions of Article V
Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to
approval of this contract.

G. FIRM will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the
CITY’s Project Manager of itemized invoices in triplicate. Invoices shall be submitted no later
than 45 calendar days after the performance of work for which FIRM is billing. Invoices shall
detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Scope of Services and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the CITY including any equipment purchased under the provisions of Article XV Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of FIRM’s work. Invoices shall be mailed to the CITY’s Project Manager at the following address:

City of Stockton, Public Works Department
22 E. Weber Avenue, Room 301
Stockton, CA, 95202

H. The total amount payable by the CITY including the fixed fee shall not exceed the amount noted in Section 2 – Compensation of the Amendment to Professional Services Master Contract.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Scope of Services and is approved by the Public Works Director.

   For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VI  TERMINATION

A. Termination of Contract
   See Section 8 of the Professional Services Master Contract.

B. Liable Amount
   The maximum amount for which the Government shall be liable if this contract is terminated is for only those costs uncured up to termination of contract.

ARTICLE VII  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 the CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or the CITY 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. The CITY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. FIRM shall only commence work covered by an amendment/contract change order after the amendment/contract change order is executed and notification to proceed has been provided by the CITY’s Project Manager.

C. There shall be no change in FIRM’s Project Manager or members of the project team, as listed in the approved Scope of Services, which is a part of this contract without prior written approval by the CITY’s Project Manager.

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

The following attachments are made to the contract and made a part of:

- Exhibit 10-I “Notice to Proposers DBE Information”
- Exhibit 15-H “Good Faith Effort”
- Exhibit 17-F “Final Report-Utilization of DBE’s”

Firms must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, FIRM must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, FIRM must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by the CITY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting the CITY’s consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

ARTICLE X COST PRINCIPLES

A. FIRM 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. FIRM 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 FIRM 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 FIRM to the CITY.
ARTICLE XI  CONTINGENT FEE

FIRM 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 FIRM for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII  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; FIRM, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of FIRM that are pertinent to the contract 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 XIII  DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the CITY’s Project Manager and Public Works Director, who may consider written or verbal information submitted by FIRM.

B. Not later than 30 days after completion of all work, including deliverables necessary to complete the plan, specifications, and estimate, if applicable, under the contract, FIRM may request review by the CITY 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 FIRM from full and timely performance in accordance with the terms of this contract.

ARTICLE XIV  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 the CITY’s Chief Financial Officer.
B. Not later than 30 days after issuance of the final audit report, FIRM may request a review by the CITY’s Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by the CITY will excuse FIRM from full and timely performance, in accordance with the terms of this contract.

D. For contracts totaling $150,000 or greater, FIRM and subconsultants’ contracts, including Scope of Services and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, Scope of Services and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is FIRM’s responsibility to ensure federal, state, or local government officials are allowed full access to the CPA’s workpapers. The contract, Scope of Services, and ICR shall be adjusted by FIRM and approved by CITY project manager to conform to the audit or review recommendations. FIRM agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the CITY at its sole discretion. Refusal by FIRM to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XV  SUBCONTRACTING

A. FIRM 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 the CITY’s Public Works Director, except that, which is expressly identified in the approved Scope of Services.

B. 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.

C. Any substitution of subconsultants must be approved in writing by the CITY’s Project Manager prior to the start of work by the subconsultant.

ARTICLE XVI  EQUIPMENT PURCHASE

A. Prior authorization in writing, by the CITY’s Project Manager shall be required before FIRM enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or FIRM services. FIRM 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 FIRM’s Scope of Services and exceeding $5,000 prior authorization by the CITY’s Project Manager; 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: “FIRM 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, the CITY shall receive a
proper refund or credit at the conclusion of the contract, or if the contract is terminated, FIRM may either keep the equipment and credit the CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit the CITY in an amount equal to the sales price. If FIRM elects to keep the equipment, fair market value shall be determined at FIRM’s expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the CITY and FIRM, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the CITY.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

D. All subcontracts in excess $25,000 shall contain the above provisions.

ARTICLE XVII  INSPECTION OF WORK

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

ARTICLE XVIII  SAFETY

A. FIRM shall comply with OSHA regulations applicable to FIRM regarding necessary safety equipment or procedures. FIRM shall comply with safety instructions issued by the CITY Safety Officer and other CITY representatives. FIRM 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, the CITY has determined that such areas are within the limits of the project and are open to public traffic. FIRM shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. FIRM shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. FIRM 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 XIX  INSURANCE

See Section 13 of the Amendment to Professional Services Master Contract.
ARTICLE XX OWNERSHIP OF DATA

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

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. FIRM is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the CITY of the machine-readable information and data provided by FIRM under this contract; further, FIRM is not liable for claims, liabilities, or losses arising out of, or connected with any use by the CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by FIRM.

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. The CITY may permit copyrighting reports or other contract products. If copyrights are permitted; the contract 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 XXI CLAIMS FILED BY THE CITY’s CONSTRUCTION CONTRACTOR

A. If claims are filed by the CITY’s construction contractor relating to work performed by FIRM’s personnel, and additional information or assistance from FIRM’s personnel is required in order to evaluate or defend against such claims; FIRM agrees to make its personnel available for consultation with the CITY’s construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. FIRM’s personnel that the CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for FIRM’s personnel services under this contract.

C. Services of FIRM’s personnel in connection with the CITY’s construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

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 XXII  CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the CITY’s operations, which are designated confidential by the CITY and made available to FIRM in order to carry out this contract, shall be protected by FIRM from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the CITY relating to the contract, shall not authorize FIRM to further disclose such information, or disseminate the same on any other occasion.

C. FIRM shall not comment publicly to the press or any other media regarding the contract or the CITY’s actions on the same, except to CITY’s staff, FIRM’s own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. FIRM 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 the CITY, and receipt of the CITY’s written permission.

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

F. As it relates to the preparation of plans, specifications and estimates, if applicable:
   All information related to the construction estimate is confidential, and shall not be disclosed by FIRM to any entity other than the CITY.

ARTICLE XXIII  NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, FIRM 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 FIRM within the immediately preceding two-year period, because of FIRM’s failure to comply with an order of a federal court that orders FIRM to comply with an order of the National Labor Relations Board.

ARTICLE XXIV  EVALUATION OF FIRM

FIRM’s performance will be evaluated by the CITY. A copy of the evaluation will be sent to FIRM for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXV  STATEMENT OF COMPLIANCE

A. FIRM’s signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that FIRM 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, firm 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. Firm and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Firm 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 thereunder (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. Firm 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 Contract.

ARTICLE XXVI  DEBARMENT AND SUSPENSION CERTIFICATION

A. FIRM’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that FIRM has complied with Title 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)”, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the CITY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining FIRM 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 XXVII  STATE PREVAILING WAGE RATES

A. FIRM 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.
ARTICLE XXVIII CONFLICT OF INTEREST

A. FIRM shall disclose any financial, business, or other relationship with the CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. FIRM shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.

B. FIRM 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.

D. FIRM hereby certifies that neither FIRM, nor any firm affiliated with FIRM 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.

ARTICLE XXIX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXX PROHIBITION OF EXPENDING CITY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. FIRM certifies to the best of his or her knowledge and belief that:

1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of FIRM 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; FIRM 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, US. 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. FIRM 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 XXXI  NOTIFICATION

See Section 10-Notices of the Professional Services Master Contract.

ARTICLE XXXII  CONTRACT

Refer to the Amendment to Professional Services Master Contract.

ARTICLE XXXIII  SIGNATURES

Refer to the Amendment to Professional Services Master Contract.
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the ________________________________, and duly authorized representative of the firm of ________________________________, whose address is ____________ , and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date) ________________________________________________________________

(Signature) ____________________________________________________________

Distribution:  1) Local Agency Project File (Original & Contract)
               2) DLA E (with contract copy)
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-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

1. Subconsultants

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants 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 the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.

B. 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.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.

D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

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. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the 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 the 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 may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).
3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers
   A. A DBE performs a commercially useful function 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 commercially useful function, 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 commercially useful function, 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.
   B. A DBE does not perform a commercially useful function 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.
   C. If a DBE does not perform or exercise responsibility for at least 30 percent 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 commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants
   A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
      (Local agency to include either B, C, or D below; delete the other two.)
   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.
   C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant’s work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency’s prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

A. The 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.

B. 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, Chapter 17, of the LAPM), certified correct by the Consultant or the 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 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory “Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants” is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the 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 the Consultant in writing with the date of certification. Any changes should be reported to the Agency’s Contract Administrator within 30 days.
EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

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

Certification of Final Indirect Costs:

Consultant Firm Name: ________________________________

Indirect Cost Rate: ___________________________________

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): __________________________

Date of Proposal Preparation (mm/dd/yyyy): __________________________

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm’s ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $ ________________ and the number of States in which the firm does business is ________.

Certification of Direct Costs:

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

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.

3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

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

Subconsultants (if applicable)
Proposed Contract Amount (or amount not to exceed if on-call contract): $________________________

Prime Consultants (if applicable)
Proposed Total Contract Amount (or amount not to exceed if on-call contract): $________________________

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

- $________________________
- $________________________
- $________________________
- $________________________

* Consultant Certification Signature: 

Consultant Certifying (Print Name and Title):

Name:________________________________________

Title:________________________________________

Consultant Contact Information:

Email:_______________________________________

Phone number:________________________________

Date of Certification (mm/dd/yyyy): ________________________________

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

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

Distribution: 1) Original to Caltrans Audits and Investigations
  2) Retained in Local Agency Project Files
EXHIBIT 10-L LOCAL AGENCY CERTIFICATION OF COST ANALYSIS
(48 CFR, CHAPTER 1, PART 15.404)

I, the undersigned, certify that I have performed a cost analysis in connection with this contract and will perform a cost analysis for any future contract modification for the fiscal period as specified below.

*Local Agency Certification Signature: ____________________________________________

Local Agency Certifying Name and Title (Print):

Name: ____________________________
Title: ____________________________

Local Agency Contact Information

Email: ____________________________
Phone number: ______________________
Consultant(s) Firm Name: ______________________________________________________
Date of Cost Analysis (mm/dd/yyyy): __________________________
Fiscal Period Covered: __________________________
Contract/Federal Project Number: __________________________
Date of Certification (mm/dd/yyyy): __________________________

*The Chief Financial Officer, Procurement Officer, Contract Administrator, or equivalent, who has authority to evaluate the quality and reasonableness of the consultant contract products or services and is able to certify on the local agency’s behalf that an adequate cost analysis was conducted in conjunction with the contract.

Distribution: Retained in Local Agency Project files
EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT
(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

**Consultant to Complete this Section**

1. Local Agency Name: City of Stockton

2. Project Location: Stockton, CA

3. Project Description: Swain Road & Montauban Avenue Roundabout Installation Project

4. Consultant Name: Siegfried Engineering, Inc.

5. Contract DBE Goal %: 4.01

**DBE Commitment Information**

<table>
<thead>
<tr>
<th>6. Description of Services to be Provided</th>
<th>7. DBE Firm Contact Information</th>
<th>8. DBE Cert. Number</th>
<th>9. DBE %</th>
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</thead>
<tbody>
<tr>
<td>Public Outreach</td>
<td>Judith Buethe Communications</td>
<td>541830</td>
<td>4.44%</td>
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<tr>
<td></td>
<td>445 Weber Ave., Ste. 221</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Stockton, CA 95203</td>
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<td></td>
<td>(209) 464-8707</td>
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<td></td>
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</tbody>
</table>

**Local Agency to Complete this Section**

10. Total % Claimed: 4.44%

11. Preparer’s Signature: [Signature]

Paul J. Schneider, P.E.

12. Preparer’s Name (Print):

Vice President

13. Preparer’s Title:

14. Date: 3/19/14

(209) 943-2021

15. (Area Code) Tel. No.:

Distribution: (1) Original – Consultant submits to local agency with proposal
(2) Copy – Local Agency files
# EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

## Consultant to Complete this Section

1. Local Agency Name: City of Stockton

2. Project Location: Stockton, CA

3. Project Description: Swain Road & Montauban Avenue Roundabout Installation Project

4. Total Contract Award Amount: $ 89,888

5. Consultant Name: Siegfried Engineering, Inc.

6. Contract DBE Goal %: 4.01

7. Total Dollar Amount for all Subconsultants: $ 37,500

8. Total Number of all Subconsultants: 3

## Award DBE/DBE Information

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<th>Description of Services to be Provided</th>
<th>DBE/DBE Firm</th>
<th>DBE Cert. Number</th>
<th>DBE Dollar Amount</th>
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<td>541830</td>
<td>$ 4,000</td>
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</thead>
<tbody>
<tr>
<td>9. Description of Services to be Provided</td>
<td>10. DBE/DBE Firm</td>
<td>11. DBE Cert. Number</td>
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<td></td>
<td></td>
<td>541830</td>
</tr>
</tbody>
</table>

## Local Agency to Complete this Section

13. Total Dollars Claimed: $ 4,000

14. Total % Claimed: 4.44%

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

23. Local Agency Representative Name (Print)

24. Local Agency Representative Signature

25. Date

26. Local Agency Representative Title

27. (Area Code) Tel. No.

## Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)

29. DLAE Signature

30. Date

Distribution:
1. Copy - Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
2. Copy - Include in award package sent to Caltrans DLAE
3. Original – Local agency files
EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.
**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

4. Name and Address of Reporting Entity
   - Prime
   - Subawardee
   Tier ________, if known
   Congressional District, if known

6. Federal Department/Agency:

8. Federal Action Number, if known:

10. Name and Address of Lobby Entity
    (If individual, last name, first name, MI)
    None

12. Amount of Payment (check all that apply)
    $ N/A □ actual □ planned

13. Form of Payment (check all that apply):
    a. cash N/A
    b. in-kind; specify: nature ____________ Value ____________

14. Type of Payment (check all that apply)
    a. retainer
    b. one-time fee
    c. commission
    d. contingent fee
    e. deferred
    f. other, specify N/A

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

16. Continuation Sheet(s) attached: Yes □ No X

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semianually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig. Local Agency Project Files

Signature: [Signature]
Print Name: Paul J. Schneider
Title: Vice President
Telephone No.: (209) 943-2021 Date: 1/31/14
Authorized for Local Reproduction
Standard Form - LLL

Page 1
# Exhibit 10-S Consultant Performance Evaluation

## 1. PROJECT DATA

1a. Project (include title, location, and Activity CIP No.)

1b. Brief Description of Project (design, study, etc.)

1c. Budget Cost for Project: $______

## 2. CONSULTANT DATA

2a. Consultant Name and Address

2b. Consultant’s Manager

2c. Phone: (____)

## 3. AGENCY DEPARTMENT/SECTION RESPONSIBLE

3a. Department (include section and division)

3b. Agency Project Manager (name & phone)

## 4. CONTRACT DATA (Engineering Services)

4a. Contract No.: __________

4b. Agreement date: __________

4c. Termination date: __________

4d. Base Fee: $______

4e. Total Fee per Agreement (4a. + 4b. + 4c.) $________

4f. Total Fee Paid $________

4g. (Do not include Contingency Listed in 4e.)

4h. Amendments $______ / #_________

4i. Changes Orders $______ / #_________

4j. (Total Value) (Initiated by Agency) (Total Value) (Initiated by Agency)

## 4e. Type of Services

(Design, study, etc.)

<table>
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<tr>
<th>Per Agreement</th>
<th>Preliminary</th>
<th>30%</th>
<th>70%</th>
<th>90%</th>
<th>100%</th>
<th>Final</th>
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<td>Delivery Date</td>
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<tr>
<td>Acceptance Date</td>
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</table>

## 4f. Historical Record of Key Submittal Dates (enter date or n/a if not applicable)

<table>
<thead>
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<th>4f.</th>
<th>Historical Record of Key Submittal Dates</th>
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<td></td>
<td>Preliminary</td>
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<tr>
<td></td>
<td>Per Agreement</td>
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<tr>
<td></td>
<td>Delivery Date</td>
</tr>
<tr>
<td></td>
<td>Acceptance Date</td>
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</table>

## 4g. Notice To Proceed __________ (date)

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<tbody>
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<td></td>
<td>__________ (date)</td>
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</table>

## 4h. Number of Days __________ (number)

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<th>4h.</th>
<th>Number of Days</th>
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</thead>
<tbody>
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<td></td>
<td>__________ (number)</td>
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</table>

## 4i. Actual Number of Days __________ (number)

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<th>Actual Number of Days</th>
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<td></td>
<td>__________ (number)</td>
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## 5. OVERALL RATING (Complete Section II on reverse, include comments as appropriate.)

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<tr>
<th>5a.</th>
<th>Plans/Specifications accuracy</th>
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<td>Outstanding</td>
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<tr>
<td>5b.</td>
<td>Consistency with budget</td>
</tr>
<tr>
<td></td>
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<tr>
<td>5c.</td>
<td>Responsiveness to Agency Staff</td>
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<tr>
<td>5d.</td>
<td>Overall Rating</td>
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## 6. AUTHORIZING SIGNATURES

6a. Agency Design Team Leader __________ Date: __________

6b. Agency Project Manager __________ Date: __________

6c. Agency Public Works Manager __________ Date: __________

6d. Consultant Representative __________ Date: __________
### Consultant Performance Evaluation

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<th>PLANS SPECIFICATIONS ACCURACY</th>
<th>Outstanding</th>
<th>Above Avg.</th>
<th>Avg.</th>
<th>Below Avg.</th>
<th>Poor</th>
<th>N/A</th>
<th>Responsiveness To Staff</th>
<th>Outstanding</th>
<th>Above Avg.</th>
<th>Avg.</th>
<th>Below Avg.</th>
<th>Poor</th>
<th>N/A</th>
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<td>Plans Specifications clear and concise</td>
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<td>Timely Responses</td>
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<td>Plans Specifications Co ordination</td>
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<td>Attitude toward Client and</td>
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<td>Plans Specs properly formatted</td>
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<td>Adhered to Agency Standard Drawings Specs</td>
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<td>Adherence to fee schedule</td>
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<td>Budget</td>
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</table>

### Section III

**EXPLANATIONS AND SUPPLEMENTAL INFORMATION**

(Attach additional documentation as needed)

- Item ________:

- Item ________:

- Item ________:

- Item ________:

- Item ________:

- Item ________:

- Item ________:

- Item ________:

*Indicates supporting documentation attached.

**Distribution:** Local Agency Project Files
EXHIBIT 10-U CONSULTANT IN MANAGEMENT POSITION CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS: ____________________________

PROJECT NAME: __________________________________________

APPLICABILITY: Applicable to local agency consultants in management positions that exercise authority over the Architect & Engineering Selection Panel from which the local agency has or plans to have one or more consultant contracts containing Federal or State funds.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement.

☐ The procedures followed to procure and execute the contract, between the local agency and the consulting firm of which I am employed, comply with all Federal and State requirements. Also this contract has a specific beginning and ending date.

☐ I hereby certify as follows:

1. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.

2. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.

3. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in managing the work; and not approving changes in the schedule, scope, deliverables or invoices.

4. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☐ I certify that I have read 49 CFR 18.36(b)(3) below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal or State funds if a conflict of interest, real or apparent, would be involved. Note: Caltrans is the Grantee and the local agency is the sub-grantee.
49CFR 18.36(b)(3)

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

(i) The employee, officer, or agent.

(ii) Any member of his immediate family,

(iii) His or her partner, or

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

☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

☐ I fully understand that any violation of the above could be a basis for ineligibility of reimbursement of State or Federal project funds.

Date: __________________________ Signed: __________________________

Name: __________________________ Title: __________________________

Dept./Local Agency: __________________________ Employer: __________________________

REVIEW BY SUPERVISOR OF CONSULTANT IN MANAGEMENT POSITION

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

☐ that the foregoing named local agency consultant who is under contract and in a management position with our local agency, abides by the foregoing terms and conditions;

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

Date: ____________________  Signed: ____________________

Name: ____________________  Title: ____________________

Dept./Local Agency: ____________________  Employer: ____________________

REVIEWED/CONCURRENCE BY DISTRICT LOCAL ASSISTANCE ENGINEER

I have reviewed the foregoing “Conflict of Interest and Confidentiality Statement” and Supervisor’s statement.

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

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

☐ The consultant’s time is not considered eligible for either Federal or State reimbursement.

☐ The local agency is not considered eligible for either Federal or State reimbursement.

Date: ____________________  (DLAE) Signed: ____________________

Name: ____________________

Distribution: 1) Copy to DLAE for each Federal/State funded project
  2) Copy to be returned to Local Agency by DLAE with signature
EXHIBIT 10-V NON-DISCRIMINATION CLAUSE

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant 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 thereunder (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.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
**EXHIBIT 12-B  BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)**

**PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

<table>
<thead>
<tr>
<th>Firm Name/ Address/ City, State, ZIP</th>
<th>Phone/ Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bantec</td>
<td>Phone 415.281.5507</td>
<td>$1 million</td>
<td>Traffic Engineering</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax 415.882.9523</td>
<td>$10 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Environmental Stewardship &amp; Planning</td>
<td>Phone 916.455.1115</td>
<td>$5 million</td>
<td>Environmental Engineering</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax 916.455.1118</td>
<td>$10 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Judith Buethe Communications</td>
<td>Phone 209.464.8707</td>
<td>$1 million</td>
<td>Public Outreach</td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax 209.942.3080</td>
<td>$10 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Phone 221 13th Street</td>
<td>$15 million</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax 221 13th Street</td>
<td>$15 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Phone 209 45 W. Weber Avenue, Ste. 221</td>
<td>$15 million</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax 209 45 W. Weber Avenue, Ste. 221</td>
<td>$15 million</td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td></td>
<td>Phone 209 65 W. Weber Avenue, Ste. 221</td>
<td>$15 million</td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td></td>
<td>Fax 209 65 W. Weber Avenue, Ste. 221</td>
<td>$15 million</td>
<td></td>
<td>NO</td>
</tr>
</tbody>
</table>

**Distribution:** 1) Original - Local Agency File

**Bidder’s List of Subcontractors (DBE and Non-DBE)**

**ATTACHMENT B**

**EXHIBIT C**

**Page 1 of 2**

August 12, 2013
EXHIBIT 12-B  BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Firm Name/ Address/ City, State, ZIP</th>
<th>Phone/ Fax</th>
<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
<th>Local Agency Use Only (Certified DBE?)</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>Phone N/A</td>
<td>$&lt; 1 million</td>
<td>N/A</td>
<td>□ YES</td>
</tr>
<tr>
<td>City State ZIP</td>
<td>Fax $&lt; 5 million</td>
<td>$&lt; 10 million</td>
<td>Age of Firm (Yrs.)</td>
<td>□ NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$&lt; 15 million</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$&gt; 15 million</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name
Address
City State ZIP
Phone
Fax
$< 1 million
$< 5 million
$< 10 million
$< 15 million
$> 15 million
Age of Firm (Yrs.)

Name
Address
City State ZIP
Phone
Fax
$< 1 million
$< 5 million
$< 10 million
$< 15 million
$> 15 million
Age of Firm (Yrs.)

Name
Address
City State ZIP
Phone
Fax
$< 1 million
$< 5 million
$< 10 million
$< 15 million
$> 15 million
Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File
Noncollusion Affidavit

To the CITY / COUNTY of Stockton

DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code Section 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

[Signature]

August 12, 2013
EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. CML-5008 (129) Bid Opening Date 12/14/13

The Stockton established a Disadvantaged Business Enterprise (DBE) goal of 4.01% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judith Bueche Communications</td>
<td>12/24/13</td>
<td>12/24/13 - 12/24/13, email/phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Outreach</td>
<td>Y</td>
<td>Public Outreach</td>
<td>$4,000</td>
<td>4.44%</td>
</tr>
</tbody>
</table>

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

None

Names, addresses and phone numbers of firms selected for the work above:

Judith Buehler Communications
445 Weber Ave., Ste. 221
Stockton, CA 95203
(209) 464-8707

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

All available information and data including the RFP, Plans, Specifications, Estimates, Photos and Maps were provided to the DBE.
F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:
   All data, maps, and existing improvement plans were made available.

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):
   Siegfried reached out multiple certified DBE and UDBE firms for this project in the same fashion we have for previous similar efforts, and selected the best fit for the project.

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.
STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS  

CEM-2402F (REV 02/2008)  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED</th>
<th>COMPANY NAME AND BUSINESS ADDRESS</th>
<th>DBE CERT. NUMBER</th>
<th>CONTRACT PAYMENTS</th>
<th>ORIGINAL COMMITMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NON-DBE</td>
<td>DBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT  

CONTRACTOR REPRESENTATIVE'S SIGNATURE  

BUSINESS PHONE NUMBER  

DATE  

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT  

RESIDENT ENGINEER'S SIGNATURE  

BUSINESS PHONE NUMBER  

DATE  

Copy Distribution-Caltrans contracts:  

Original - District Construction  

Copy- Business Enterprise Program  

Copy- Contractor  

Copy- Resident Engineer  

Copy Distribution-Local Agency contracts:  

Original - District Local Assistance Engineer (submitted with the Report of Expenditure)  

Copy- District Local Assistance Engineer  

Copy- Local Agency file
The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No’s) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

<table>
<thead>
<tr>
<th>DBE Program Status</th>
<th>Column to be used</th>
</tr>
</thead>
<tbody>
<tr>
<td>If program status shows DBE only with no other programs listed</td>
<td>DBE</td>
</tr>
</tbody>
</table>

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.
EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New, 10/99)

<table>
<thead>
<tr>
<th>CONTRACT NUMBER</th>
<th>COUNTY</th>
<th>ROUTE</th>
<th>POST MILES</th>
<th>ADMINISTERING AGENCY</th>
<th>CONTRACT COMPLETION DATE</th>
<th>PRIME CONTRACTOR</th>
<th>BUSINESS ADDRESS</th>
<th>ESTIMATED CONTRACT AMOUNT</th>
</tr>
</thead>
</table>

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions.

<table>
<thead>
<tr>
<th>CONTRACT ITEM NO.</th>
<th>SUBCONTRACT NAME AND BUSINESS ADDRESS</th>
<th>BUSINESS PHONE</th>
<th>CERTIFICATION NUMBER</th>
<th>AMOUNT PAID WHILE CERTIFIED</th>
<th>CERTIFICATION/DECERTIFICATION DATE</th>
<th>LETTER ATTACHED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Currently N/A, form to be completed if changes occur.</td>
<td>$</td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
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<td></td>
</tr>
</tbody>
</table>

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE

TITLE
BUSINESS PHONE NUMBER
DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER
BUSINESS PHONE NUMBER
DATE

Distribution
Original copy - DLAE
Copy - 1) Business Enterprise Program  2) Prime Contractor  3) Local Agency  4) Resident Engineer

Page 17-43
December 12, 2011