AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH KIMLEY-HORN AND ASSOCIATES, INC.

This Amendment to Professional Services Master Contract for design services is made and entered into on ________________, by and between the City of Stockton, a municipal corporation, hereinafter referred to as “CITY,” KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as “FIRM,” to provide CITY with design services for the INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS (PROJECT NO. 12-11, FEDERAL PROJECT NO. HSIPL-5008(125)), 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 design services 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 design services for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.

2. Section 2—COMPENSATION. Compensation is hereby amended ($75,000) 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. Services under this amendment will be performed during the period of June 2014 through June 2015, unless otherwise approved in writing.
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:__________________________  

KURT O. WILSON  
CITY MANAGER

APPROVED AS TO FORM & CONTENT:  

JOHN M. LUEBBERKE  
OFFICE OF THE CITY ATTORNEY

By:__________________________  

Deputy City Attorney

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Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11, FEDERAL PROJECT NO. CML-5008 (125)
Installation of Emergency Vehicle Pre-Emption at Various Locations

Prepared for:
CITY OF STOCKTON

Prepared by:
Kimley-Horn and Associates, Inc.
December 11, 2013

Mr. Parviz Chitsazan
Associate Civil Engineer
City of Stockton – Public Works Department
22 E. Weber Avenue, Room 301
Stockton, CA 95202

RE: Proposal for Professional Consultant Services to Design the Installation of Emergency Vehicle Pre-Emption at Various Locations (Project No. 12-11, Federal Project No. 5008(125))

Dear Mr. Chitsazan and Members of the Selection Committee:

As part of the expansion of the City’s implementation of emergency vehicle pre-emption (EVP), the City has been awarded grant funding under the Highway Safety Improvement Program (HSIP). The grant funding will lead to the installation of EVP and other traffic signal improvements at various locations throughout the City. As part of the project, the City is seeking a highly qualified consultant to design the installation of the EVP elements, as well as related traffic signal improvements. Kimley-Horn is that highly qualified consultant. We have a solid and unmatched technical understanding of the project and an abundance of recent EVP and traffic signal improvement design experience in the City. We offer the City the following benefits of our team:

**We know the City of Stockton.** Working side-by-side with the City on two BRT phases, as well as several other traffic signal designs and the Wilson Way Traffic Adaptive project, has provided us with a deep technical understanding and proven approach to effectively and efficiently manage and complete designs for the City. We are very familiar with the City’s standards and specifications, particularly the EVP elements, and we are well versed in the design and integration of field elements as part of the City’s Traffic Management System.

**We have your overall goals in mind and our team will help you achieve them.** We have already completed preliminary field work at many of the project locations and have developed an excellent understanding of what is required to complete this project on budget and on time. Our Work Plan section (Tab 1) further elaborates on our knowledge of the area and demonstrates our ability to get started immediately. We understand your submittal requirements, as well as the requirements that are associated with federal, state, and locally funded projects and have a proven successful track record of meeting those requirements.

**Solid Project Management and Team Expertise.** Our proposed project manager, Kevin Aguiugui, C.E., E.E., CSEP, has served the City of Stockton for over 15 years and has always placed the City as a client with the highest priority for responsiveness and quality. He knows the City’s ITS and Traffic Signal System inside out and has provided detailed support during both the design and construction stages of all the projects he has worked on with the City. He is supported by other Kimley-Horn staff who also have extensive knowledge and understanding of the City’s design, installation and integration standards. We know that aside from the technical aspects of the design, a proactive approach to securing the NEPA and CEQA approvals and eventually the timely approval for construction is very important to securing the funds and delivering the project successfully. Kevin will be the City’s main point of contact and will be involved with all facets of the project. The City can rely on technically sound and responsive service from Kevin and our entire project team.
Federally Funded Projects. Throughout Kimley-Horn’s 46-year history, we have worked on hundreds of projects involving federal funding, so we are familiar with the various requirements of these types of projects. We can provide the City the necessary guidance to help ensure that federal requirements are met and your project stays on track.

We look forward to continuing our working relationship with the City of Stockton, and we thank you for the opportunity to submit our proposal for your consideration. I am authorized to negotiate a contract on behalf of Kimley-Horn and Associates, Inc.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Randy Durrenberger, PE.
Principal-in-Charge

Kevin Aquiguí, C.E., E.E., CSEP
Project Manager
Table of Contents

1. Work Plan
2. Project Schedule and Deadlines
3. Staffing Plan
4. References

Cost Proposal and Local Assistance Procedures Manual Forms (separate sealed envelope)
I. Work Plan

PROJECT UNDERSTANDING

The City of Stockton is seeking to implement Emergency Vehicle Pre-emption (EVP) and other traffic signal improvements at 21 locations throughout the City including the downtown area. The goal is to design EVP elements and other improvements that will provide additional traffic monitoring capabilities including new controllers and/or cabinets, new pan-tilt-zoom (PTZ) video cameras, and new fiber optic connections (new fiber cable connections will need to be installed by contractors approved by AT&T).

We are very familiar with the City’s EVP system including the EVP field units (Opticom 764 multimode phase selector, 721 detectors and the Central Management System), traffic signal controllers (Model 2070 with SEPAC software), communications system (ComNet switches), and fiber connections.

Communications for the traffic signal controllers, EVP units, and City video cameras will utilize the City’s existing fiber-optic network linking to the City’s equipment room at City Hall. From there, the controller data and video camera feeds are routed to the City’s Traffic Management Center (TMC).

Kimley-Horn recently assisted the City in the installation and integration of the Opticom Central Management System (CMS) including the field integration and testing of a select few phase selectors. We are very knowledgeable of the City’s network arrangement and configuration items and we will utilize this knowledge to ensure that the new phase selectors are integrated and function properly.

The funding for the project has been allocated through a grant from the Congestion Mitigation and Air Quality Improvement Program (CMAQ). Coordination with the Caltrans Local Assistance office will be necessary for grant compliance as part of the NEPA approvals process and for securing the E-76 for construction. The City has already submitted a Preliminary Environmental Study (PES), and is awaiting the determination of additional studies that may be required for the project. Once the PES is approved, the City will seek to obtain an E76 Authorization to Proceed with construction through the submittal of a Request for Authorization (RFA).

The project involves the City of Stockton and Caltrans with each of these agencies having ownership of some of the project locations. The project area with all of the existing intersection features and ownership is shown in the exhibit on the following page.
Project Locations

LEGEND
- Install Optical Detectors and Cabling
- Upgrade Optical Detectors
- Install PTZ Camera
- Upgrade Service Meter
- Existing P Cabinet
- Existing M Cabinet
- Existing G Cabinet
- Existing 332 Cabinet
- Upgrade Cabinet and Foundation

No. Intersection
1 March Lane and Morningside Drive
2 March Lane and St. Andrew’s Drive
3 Miner Avenue and Hunter Street
4 Miner Avenue and Stanislaus Street
5 Miner Avenue and Wilson Way
6 California Street and Main Street
7 California Street and Park Street
8 California Street and Oak Street
9 Park Street and Hunter Street
10 Main Street and San Joaquin Street
11 Weber Avenue and Center Street
12 Filbert Street and Poplar Street
13 Harding Way and Wilson Way
14 Carolyn Weston Blvd and McDougald Avenue
15 Eight Mile Road and Lower Sacramento Road
16 Madison Street and Oak Street
17 West Lane and Bourbon Street
18 Pacific Avenue and Central Court
19 Fremont Street and Garden Gate Avenue
20 Claremont Avenue and Yokuts Avenue
21 Benjamin Holt Drive and Plymouth Drive
The City of Stockton is seeking a professional engineering consultant to complete the following items of work for the implementation of the project:

- **Background research**

- **Preparation of Plans, Specifications, and Estimates (PS&E)** for use in constructing traffic signal modifications to include emergency vehicle preemption, new traffic controllers (if required), new traffic cabinets (if necessary), new CCTV cameras, and fiber optic communications.

- **Environmental Clearance** requirements, including NEPA and CEQA approvals with the potential for additional NEPA studies including the potential of a Noise Analysis.

- **Coordination with Caltrans** to finalize the design; obtain a Caltrans Encroachment Permit, and work with AT&T for fiber optic communications service for the cameras (if required).

- **Design support services** to answer questions during the bidding and construction phases, review contractor submittals, respond to requests for information, issue addenda, review contract change orders and prepare the record drawings. In addition, under this task, Kimley-Horn will integrate the new Opticom phase selectors into the City’s new Opticom Central Management System.

An overview of the flow of tasks we anticipate in the project is shown in the Scope of Work, later in this section.

**Preliminary Field Assessment**

We have conducted a preliminary field assessment of the project intersections to determine what improvements are necessary to accomplish the City’s goal of implementing EVP and other traffic signal improvements at the 21 locations throughout the City. The field review included collecting information on the number of approaches that will need optical detectors as well as a general assessment of the type and condition of existing traffic signal equipment. Table 1 on page 6 provides a summary of the data collected.

Of the 21 intersections, 20 intersections do not have existing EVP equipment and will require optical detectors, cabling, and phase selectors for EVP operation. The intersection of Carolyn Weston Boulevard and McDougald Avenue has existing EVP equipment which we recommend updating by replacing the optical detectors using the existing mounts, reusing the existing cabling, and replacing the existing phase selector with a new multimode unit.

There are five locations with existing Type G controller cabinets. These cabinets require customized harnesses to accept EVP phase selectors. Replacing these cabinets with new Type M controller cabinets will provide standard installations of EVP equipment at all 21 project intersections. The use of standard rack installations, instead of proprietary or customized options, will be extremely valuable from a maintenance perspective.

Of the 21 intersections, 13 intersections do not have traffic monitoring cameras. We recommend installing new PTZ cameras at these locations as well as video transceivers to provide the City with real-time video feeds from these intersections.

Based on our preliminary field investigations, we have assumed that no civil or ADA curb ramp construction is necessary at the project intersections.
Installation of Emergency Vehicle Pre-Emption at Various Locations

Environmental Clearance
We understand that the City has submitted the Preliminary Environmental Study (PES) and is waiting for approval by Local Assistance. The requirement for technical studies, if any, will be determined by Caltrans District 10 Local Assistance staff following their review of the PES submittal. In the event that noise, air quality, or other technical studies are required by Caltrans, we have structured our scope and approach to be able to accommodate these additional studies in a seamless manner with the City just as we have done for the other projects, as well as the most recent Wilson Way Traffic Adaptive project.

Permits
It is our understanding that there is at least one location that will require a Caltrans Encroachment Permit for the installation of the EVP elements at the intersection of Benjamin Holt Drive and Plymouth Avenue. We fully understand Caltrans’ expectations and will secure an encroachment permit in similar fashion as we have done in the past.

EVP Functionality
EVP will operate at the City traffic signals using the high priority functionality included with the EVP optical detectors and phase selectors (GTT Opticom). We understand that the EVP functionality will be implemented at each of the intersections through the installation of new chassis and/or multimode phase selector cards depending on the cabinet type. If necessary, the existing traffic controllers will be replaced with Model 2070 controllers along with auxiliary panels to implement green sense monitoring of the traffic signal phases.
### Table 1: Existing Field Equipment Summary and Recommended Improvements

<table>
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<tr>
<th>No.</th>
<th>Intersection</th>
<th>Owner</th>
<th>No. of Approaches</th>
<th>Cabinet Type</th>
<th>Cabinet Condition</th>
<th>Service Type</th>
<th>Existing EVP?</th>
<th>Existing PTZ?</th>
<th>New Cabinet?</th>
<th>New PTZ?</th>
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<td>No</td>
<td>No</td>
<td>Yes</td>
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<td>Type III</td>
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<tr>
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<td>Type III</td>
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<td>Yes</td>
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</tbody>
</table>
Controller Firmware
While not fully determined, we have assumed that the SEPAC firmware will be deployed with the project where it is not currently installed. Regardless of which firmware the City selects (D4 or SEPAC), we have assumed that the City will convert all of the existing controller databases into whatever format the City elects to deploy for new traffic controllers. We will assist the City in the configuration of the controllers for EVP operations.

EVP Equipment and Parameters
There are existing detectors at one of the project intersections. The other intersections will require new optical detectors, and all intersections will require auxiliary interface panels to be compatible with the multimode phase selectors. We will gather detailed information for the EVP equipment design including where to install each of the detectors given the locations of existing traffic signal poles and mast arms at each intersection.

The design and placement of new EVP detectors is critical to achieving the desired operations. This includes ensuring that good line of sight and angle of detection is achieved for emergency responders. This will be critical during our field work and design. New signal poles will be included if it will significantly improve the EVP operations by providing adequate line of sight.

Since Kimley-Horn installed the Opticom Central Monitoring System (CMS) for the City, our designs will ensure that all of the new EVP equipment will be connected to this system for real-time monitoring, logging and error reporting, and also to configure the phase selectors as needed for any changes to the operations at the intersections.

Communication System
Our proposed staff has intimate knowledge and experience with the City’s fiber-optic network. We know the specific connections between field traffic controllers and the central system. We also know that the City uses AT&T to maintain the fiber-optic communications network and that they are the only company allowed access to the fiber for new and modified splicing and connections.

The City utilizes a network switch vendor, ComNet that is able to use a single fiber strand for two-way communications with another network switch (i.e., one strand for both transmit and receive using wave division multiplexing (WDM)) to separate the transit and receive streams on a single strand of fiber.

At the City’s TMC, we will design the appropriate connections for the new CCTV cameras and the IP addressing for the EVP units. We also are knowledgeable about the specific fiber connections within each of the controller cabinets including the local fiber strands and their assignments (video or data).

The City’s traffic signal system server and CMS server are located in the City offices on Main Street. The network connection from the field, the SEGB and the City staff offices to these servers are already established. The design will need to include the specific connections and addressing to connect the new EVP units over the fiber communications network.
Installation of Emergency Vehicle Pre-Emption at Various Locations

Figure A below illustrates the overall system diagram for the video system including the specific local fiber and TMC connections. Figure B, on the following page illustrates the specific data connections for the traffic signal controllers and EVP phase selectors in the controller cabinets.
Installation of Emergency Vehicle Pre-Emption at Various Locations

Figure B

AIP to Model 764 Phase Selector Cable (Model 138 cable)

NEW MULTIMODE PHASE SELECTOR (MODEL 764)

Detector Rack or Opticom Chassis

AUXILIARY INTERFACE PANEL (AIP)

Model 721 Optical Detectors

Ethernet Switch (ComNet)

Traffic Signal Controller

Model 757 Green Sense Harness

LOAD BAY

Detector Rack

Traffic Controller Cabinet (NEMA or Type 332)

To TMC or next upstream signal

Local Fiber

1
ST-ST Coupler

To 764 Phase Selector Card (Cat 5e)

Ethernet Switch Connections

SFP-22A (SC)

SFP-22A (LC)

SFP-22A (ST)
Installation of
Emergency Vehicle Pre-Emption
at Various Locations

SCOPE OF WORK

We have prepared our detailed scope very carefully based on our experience and lessons learned from other recent similar projects that Kimley-Horn has conducted for the City. We have learned many specific lessons regarding EVP details, working directly with Caltrans Local Assistance, working through issues raised during construction and detailed configuration, integration, and testing of the new EVP units. We have always made it our first priority to support and assist the City throughout the design and construction process, providing responsive services to address any and all issues as they arise. Because of our extensive experience with and intimate knowledge of the City’s Traffic Management System combined with our approach and diligence to ensure the success of each and every City project that we are providing professional services for, we are in a very good position to make this project more seamless and efficient and ultimately a very successful project. Based on our experience, we have prepared a detailed scope of work which is summarized in the Work Flow Diagram shown below.

Outlined below are the detailed descriptions of the tasks in our proposed Scope of Work.

Task 1: Background Research

Kimley-Horn will conduct background research which will include the review of readily available relevant project documents and design standards, compiling aerial photographs, public utility system maps, as-built traffic signal plans, and details for use in the project’s detailed design. We will also submit utility information request letters to privately owned utility companies with facilities in the public right-of-way that may be affected as a result of the project.

Work Flow Diagram

Task 2 – Plans, Specifications and Estimate

- Base Plan
- 65% Submittal
- Specifications outline
- Costs
- 95% submittal
- 100% submittal
- Final mylars
- Traffic Signal Modifications
- Technical Specifications
- Cost Estimate
- Project Details
- Configuration Details

Task 3 – Coordination and Meetings

- Design meetings with City and County (if necessary)
- Pre and Post Construction Meeting
- NEPA and RFA approvals
- AT&T Coordination for Fiber Network modifications (if any)
Installation of
Emergency Vehicle Pre-Emption
at Various Locations

We will coordinate with City and Caltrans staff to obtain the requested information and current contact lists for private utility companies. In addition, we will gather required design details and requirements from Caltrans in order to secure an encroachment permit for the proposed EVP improvements at the Caltrans intersection.

Field reviews will be completed during the data gathering phase of the project to access as-built and record information provided by the City, Caltrans, and utility companies. Kimley-Horn will drive and walk the project corridor to observe existing traffic conditions, gather detailed information on existing equipment, gather existing lane configurations, signal phasing, posted speed limits, existing bus stops and routes, and visible utilities (above and below ground).

We will conduct checks on the viability of existing conduits to handle the installation of new EVP cables, and make determinations on where new conduit is likely needed to accommodate the new EVP detectors.

We will review and log existing traffic signal equipment, including signal control equipment, existing pre-emption detectors/phase selectors, underground conduit sizes and available capacity (where accessible), cabinet detector racks, shelf space for installation of new EVP chassis and capacity, and fiber optic communications.

We will work closely with City traffic engineers to document in detail the specific fiber optic connections in each controller cabinet by first conducting a field walkthrough and noting all of the fiber connections, particularly those locations where the existing fiber connections are different than the typical fiber optic arrangement (i.e., at fiber hub locations).

A project photo log will be prepared through each project intersection for use during project design. The photo log will be submitted on CD to City staff. Much of this effort is readily available and we will start this process with this information.

We will work with the City to determine the operability and desired detection ranges for the new optical detectors at the project intersections. We will use this information to determine the optimal placement of EVP detectors on existing signal poles or mast arms, or whether new signal poles are necessary.

We will prepare a set of recommendations for the proposed traffic signal improvements including new PTZ cameras, new signal poles (if necessary), traffic controllers and cabinets.

Task 1 Deliverables:
- Photo log of project intersections
- Log of existing traffic signal and EVP equipment
- Copies of information request letters to private utilities
- Updated set of Traffic Signal Improvement Recommendations
Installation of Emergency Vehicle Pre-Emption at Various Locations

Task 2: Plans, Specifications, and Estimates (PS&E)
Kimley-Horn will develop the Plans, Specifications, and Cost Estimate (PS&E) for the EVP and traffic signal improvements including, but not limited to, traffic signal modifications, EVP elements, PTZ cameras and communications system elements. We anticipate the full plan set to include the following sheets:

- Cover – general notes, abbreviations, sheet index, legend and project location [1 sheet]
- Overview of Work – traffic signal and electrical notes [1 sheet]
- Details – pullboxes, foundations, CCTV, electrical, EVP equipment (cabinets and poles) [4 sheets]
- System Diagram – Overall [1 sheet]
- System Diagram – field cabinet equipment connections [1 sheet]
- System Diagram – field cabinet network connections [1 sheet]
- System Diagram – TMC equipment room connections [1 sheet]
- Traffic Signal Modification Plans [17 sheets]
- Equipment Installation Summary [1 sheet]

Our scope includes the submittal of PS&E packages at the 65% and 95% design levels for City design review. Additionally, a Caltrans Encroachment Permit application will be prepared and submitted at the 65% design stage. The final PS&E package will be submitted at the 100% design level for a final City plan check prior to providing the final bid-ready construction documents. We have further detailed our scope of services with the following sub-tasks.

Task 2.1: Prepare 65% Plans, Specifications, and Estimates. Prior to the development of the 65% PS&E documents, we will develop the base plans for the project locations. This includes developing the base maps with the existing traffic signal and utility information that is received by the City and the utility companies. Once the base plans are prepared, Kimley-Horn will begin the preparation of the 65% design level plans, specifications (outline level), and cost estimates (PS&E) for the EVP and traffic signal improvements.

One set of plans will be prepared at an appropriate scale for the intended design in AutoCAD 2007 format and will adhere to the applicable City design standards and requirements. We will utilize the City standard plan sheet borders with title block and general construction notes and CAD standards that we have been using for the City’s most recent EVP/TSP design plans (e.g., Hammer Lane or Wilson Way Traffic Adaptive). The anticipated breakdown of sheets for the 65% plans is as follows:

- Cover – general notes, abbreviations, sheet index, legend and project location [1 sheet]
- Overview of Work – traffic signal and electrical notes [1 sheet]
- Details – pullboxes, foundations, CCTV, electrical, EVP equipment (cabinets and poles) [4 sheets]
- System Diagram – Overall [1 sheet]
- System Diagram – field cabinet equipment connections [1 sheet]
- Traffic Signal Modification Plans [17 sheets]
Traffic signal modification plans will include layout representations, in plan view, at a drawing scale of 1”= 20’ for EVP and traffic signal modifications. It is assumed the design and description of traffic signal equipment modifications (i.e., replacement of controller and service cabinets, optical detectors, and controller units) at the intersections can be accomplished schematically. At this design stage, design details including equipment and conductor schedules will not be shown.

Traffic signal modification plans will include installation of new signal poles (if necessary), new PTZ cameras, EVP detectors, EVP cable routing, new traffic signal controllers and cabinets, new electrical service cabinets (if applicable), new conduit routing (if necessary), new pull boxes, and new cabling (PTZ cameras).

The existing and proposed fiber optic connections will be shown in the System Diagram sheets based on the field data collected from the field work conducted under Task 1.

We will also coordinate with the City on the specific equipment connections within the TMC Equipment Room including the placement of any new equipment in existing racks, cable routing, video switch connections, video encoders, network switches (ComNet or Cisco) and power supplies.

The plans will reflect the fiber connections within the controller cabinets, including terminations and assignments. The Traffic Signal Modification plans will detail the work to be done to preserve the existing fiber drop cables.

AT&T will perform the splicing of the drop cables from the controller cabinets to the fiber trunkline should there be a need for this work such as if the fiber cable is damaged during the replacement of a controller cabinet. Our designs will reflect this, but more importantly, our designs will attempt to minimize or eliminate any need for fiber re-splicing to the fiber trunkline. This risk is more prevalent when new cabinets are to be replaced.

At the TMC, the new analog video signals will be connected to the new video matrix switch (the video migration from the old video switch is ongoing). The video switch will provide the video routing to the video encoders to be placed on the police network.

For the 65% technical specifications submittal, we will prepare the specifications based on the previous BRT phase. The bid items will not be prepared at this stage, but the specifications will include all new items to be installed. The specifications will be prepared in Microsoft Word.
Installation of Emergency Vehicle Pre-Emption at Various Locations

Opinions of probable construction cost (estimate) will be based on other recent similar construction cost estimates in the City. Opinions of probable construction costs will be prepared in Microsoft Excel format.

At this design stage, Kimley-Horn will prepare the application for a Caltrans encroachment permit. The Caltrans permit will be for the Caltrans-owned traffic signal at Benjamin Holt Drive and Plymouth Drive.

We will submit the encroachment permit application packages, which will include the 65% Plans and Specifications outline, to Caltrans on the City’s behalf. While this package will not be a complete design, it starts the Caltrans review process.

**Task 2.1 Deliverables:**
- Six sets of the 65% Plans and Technical Specifications outline
- Six sets of the 65% Opinion of Probable Construction Costs

**Task 2.2: Prepare 95% Plans, Specifications, and Estimates.** Upon completion of the 65% design review by the City, Kimley-Horn will schedule a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared that will summarize the comments received on the 65% PS&E documents and the resolutions for each comment. This matrix will be submitted with the 95% PS&E documents and the original, red-lined City mark-ups of the 65% PS&E documents. Based on the review comments on the 65% PS&E, the approved version of the 65% PS&E will be advanced to the 95% completion level.

The additional design details to be prepared at the 95% design level include the following:
- System Diagram – TMC equipment room connections [1 sheet]
- Traffic Signal Modification Plans – with conductor schedules [17 sheets]
- Equipment Installation Summary [1 sheet]

The 95% technical specifications will be developed to include specific provisions regarding construction requirements, materials, and compensation. The applicable City and Caltrans standard details will be provided in an appendix to the special provisions.

Traffic signal improvement special provisions will include detailed system configuration requirements to be used by the City and Contractor in the installation and testing of EVP functions.

We will also submit the 95% PS&E documents to the City for review and comment, including the red-lined markups of the 65% plans and specifications and the comment resolution matrix.

We will follow up proactively with Caltrans on the encroachment permit application. Any comments received by Caltrans on the encroachment permit application package will be addressed at this 95% design stage.

Our design plans will include specific cabinet equipment details including connections of all equipment and fiber assignments. We propose to prepare the plans with specific details particularly for the cabinet equipment (refer to the figure on the following page).

**Task 2.2 Deliverables:**
- Six sets of the 95% Plans and Technical Specifications
- Six sets of the 95% Opinion of Probable Construction Costs
- Comment Resolution Matrix
**Task 2.3: Prepare 100% Plans, Specifications, and Estimates.** Upon completion of the 95% design review by the City, Kimley-Horn will schedule a design review meeting to receive and discuss comments on the design. A comment resolution matrix will be prepared that will summarize the comments received on the 95% PS&E documents and the resolutions for each comment. This matrix will be submitted with the 100% PS&E documents and the original, red-lined City mark-ups of the 95% PS&E documents. Based on the review comments on the 95% PS&E, the approved version of the 95% PS&E will be advanced to the 100% completion level.

Kimley-Horn will submit the 100% (pre-final) PS&E to the City for a final plan check review. It is anticipated that any comments resulting from the plan check will be editorial in nature and will be communicated via e-mail or discussed on a conference call. Any significant revisions to the design after submittal of the 100% (pre-final) PS&E will be considered as additional services to be completed for an additional fee upon receipt of written authorization from the City. One additional design meeting is included after the submittal of the 100% (pre-final) PS&E documents.

It is anticipated that the City will furnish any applications and requirements to be used by the contractor to obtain permits for construction within City limits. Permit requirements will be included in an appendix to the technical specifications.
Final plans, specifications, and estimates will be prepared following completion of the City’s plan check review. The final plans will be sealed by the professional engineer in responsible charge and will include the registration number and expiration date. The 100% (Final) PS&E will be submitted to the City for use in advertising and constructing the improvements. Final plans will be provided on Mylar and electronically in AutoCAD format on CD.

Final specifications will be provided electronically in Microsoft Word format for the City’s use in finalizing the bid documents for advertisement.

Task 2.3 Deliverables:
- Comment Resolution Matrix
- One set of the 100% (pre-final) PS&E Documents
- One set of 100% (final) plans on Mylar
- Final PS&E documents delivered to the City on CD
- Plans in AutoCAD format
- Specifications in Microsoft Word format

Task 3: Coordination and Meetings
The coordination items and meetings for the project will include the following items by Kimley-Horn:

- Submit the 65% and 95% plans to private utility companies to identify potential conflicts and coordinate adjustments or relocations (if necessary)
- Arrange and attend up to two meetings with Caltrans to discuss and present the proposed designs or to discuss their input and review comments on the design plans
- Prepare the entire Request for Authorization (RFA) to obtain the E76 Authorization to proceed with construction. We anticipate one meeting with the Caltrans Local Assistance Office
- Relevant materials from the LAPM Chapter 12 will be included in the specifications
- Prepare additional studies required by Caltrans Local Assistance for PES approval
- Prepare and complete monthly updates to the project schedule using Microsoft Project (baselined)
- Attend and prepare meeting minutes for the project kick-off meeting, up to two design review meetings
- Attend and prepare meeting minutes for up to four construction meetings, including the preconstruction meeting and post-construction meeting

Task 3 Deliverables:
- Meeting minutes
- Request for Authorization (RFA)
- Project Schedule updates (monthly)

Task 4: Environmental
Task 4.1: Prepare Additional Environmental Studies. As required by Caltrans Local Assistance, Kimley-Horn will prepare additional studies which could include a Noise Study. This scope of work assumes that the PES form will be adequate to support issuance of Categorical Exclusion by Caltrans in their role as lead agency for National Environmental Policy Act (NEPA) compliance. It is anticipated
that the project would be Categorically Exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15300 (Class 1 exemption – Existing Facilities and Class 4 exemption – Minor Alterations to Land).

**Task 4.2: Local Assistance Coordination.** Since the City has already submitted the draft PES form to District 10 Local Assistance, Kimley-Horn will coordinate with the City and Caltrans to respond to questions or comments on the draft PES, including the preparation additional technical studies.

**Task 4 Deliverables:**
- Preliminary Environmental Studies (PES) form
- Air Quality Technical Report (if necessary)
- Noise Analysis Technical Report (if necessary)

**Task 5: Design Support**
Bidding and construction phase engineering support will include answering City staff questions during the bid and award of the contract, review of submittals, responding to contractor requests for information (RFIs), review of contract change orders (CCOs), preparation of addenda, and preparation of record drawings. Attendance at regular construction meetings is included in the scope provided for Task 3. Additionally, Kimley-Horn will be available to assist the City and Contractor in the programming, addressing and testing of the EVP units. This includes assistance with the connection and integration of the EVP units into the CMS servers for remote communications.

Bidding and construction phase engineering support services will be provided on a time and materials basis, based on hourly billing rates, up to the maximum number of hours as indicated in the sealed Cost Proposal. Kimley-Horn will notify the City upon reaching approximately 80% of the approved level of effort and provide recommendation or request additional contract authorization, if necessary. Additional services will be provided if requested by the City, subject to additional fee.

It is anticipated that the City traffic signal maintenance staff will utilize their existing optical emitter equipment as part of this verification.

**Task 5 Deliverables:**
- Review and preparation of responses for submittals
- Preparation of responses for RFIs
- Review and preparation of responses for CCOs
- Preparation of project addenda
- Preparation of record drawings
- Assistance with system configuration and implementation
2. Project Schedule and Deadlines

We propose to complete the PS&E documents about 70 working days from the issuance of a Notice to Proceed. Assuming a start date of January 27, 2014, we will complete the PS&E documents by the beginning of May 2014. We will prepare and submit any additional studies for the Preliminary Environmental Study during the 65% PS&E in February 2014 assuming that the City is notified by Caltrans Local Assistance sometime in January 2014 of the need for additional studies.

Our proposed schedule includes all relevant durations for post-design activities including the time between the award of the construction contract to the start of construction (about 40 working days is typical). Should this time be shortened, the end of construction can be completed sooner. Our schedule also includes the equipment procurement which would be relevant for the systems integration portion of the project. We propose to complete all tasks (Tasks 1-5) by the end of October 2014 (end of Construction). Our proposed project schedule is shown on the following page.
# Installation of Emergency Vehicle Pre-Emption at Various Locations

| ID | Task Name                                                                 | Start       | Finish       | Duration | Jan '14 | Feb '14 | Mar '14 | Apr '14 | May '14 | Jun '14 | Jul '14 | Aug '14 | Sep '14 | Oct '14 | Nov '14 |
|----|---------------------------------------------------------------------------|-------------|--------------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1  | Notice to Proceed (assumed January 27, 2014)                             | Mon 1/27/14 | Mon 1/27/14  | 1 day    |         |         |         |         |         |         |         |         |         |         |
| 2  | Task 1: Background Research                                              | Mon 1/27/14 | Fri 2/7/14   | 10 days  |         |         |         |         |         |         |         |         |         |         |
| 3  | Background Research                                                       | Mon 1/27/14 | Fri 2/7/14   | 10 days  |         |         |         |         |         |         |         |         |         |         |
| 4  | Task 2: Plans, Specifications and Estimates                               | Mon 1/27/14 | Mon 5/5/14   | 71 days  |         |         |         |         |         |         |         |         |         |         |
| 5  | Task 2.1: Prepare 65% PS&E                                                | Mon 1/27/14 | Fri 2/14/14  | 15 days  |         |         |         |         |         |         |         |         |         |         |
| 6  | City and County (if necessary) Review                                     | Mon 2/17/14 | Fri 3/7/14   | 15 days  |         |         |         |         |         |         |         |         |         |         |
| 7  | Task 2.2: Prepare 95% PS&E                                                | Mon 3/10/14 | Fri 3/28/14  | 15 days  |         |         |         |         |         |         |         |         |         |         |
| 8  | City and County (if necessary) Review                                     | Mon 3/31/14 | Fri 4/18/14  | 15 days  |         |         |         |         |         |         |         |         |         |         |
| 9  | Task 2.3: Prepare 100% PS&E                                               | Mon 4/25/14 | Fri 5/2/14   | 5 days   |         |         |         |         |         |         |         |         |         |         |
| 10 | City and County (if necessary) Review                                     | Mon 4/28/14 | Fri 5/2/14   | 5 days   |         |         |         |         |         |         |         |         |         |         |
| 11 | Final Plans (signed and sealed)                                           | Mon 5/5/14  | Mon 5/5/14   | 1 day    |         |         |         |         |         |         |         |         |         |         |
| 12 | Task 3: Coordination and Meetings                                         | Mon 1/27/14 | Fri 5/16/14  | 80 days  |         |         |         |         |         |         |         |         |         |         |
| 13 | Coordination and Meetings                                                 | Mon 1/27/14 | Fri 5/16/14  | 80 days  |         |         |         |         |         |         |         |         |         |         |
| 14 | Task 4: Environmental                                                     | Mon 1/27/14 | Wed 5/28/14  | 88 days  |         |         |         |         |         |         |         |         |         |         |
| 15 | Task 4.1: Additional Studies (as necessary)                               | Mon 2/3/14  | Fri 2/14/14  | 10 days  |         |         |         |         |         |         |         |         |         |         |
| 16 | Task 4.2: Local Assistance Coordination                                   | Mon 1/27/14 | Fri 5/18/14  | 80 days  |         |         |         |         |         |         |         |         |         |         |
| 17 | RFA Submittal to Caltrans Local Assistance                                | Tue 5/6/14  | Tue 5/6/14   | 1 day    |         |         |         |         |         |         |         |         |         |         |
| 18 | Caltrans Review of RFA                                                    | Wed 5/7/14  | Tue 5/27/14  | 15 days  |         |         |         |         |         |         |         |         |         |         |
| 19 | RFA Approval (anticipated)                                               | Wed 5/28/14 | Wed 5/28/14  | 1 day    |         |         |         |         |         |         |         |         |         |         |
| 20 | NEPA Clearance (if additional studies required)                          | Mon 3/3/14  | Mon 3/3/14   | 1 day    |         |         |         |         |         |         |         |         |         |         |
| 21 | Task 5: Design Support                                                    | Thu 5/29/14 | Wed 11/26/14 | 130 days |         |         |         |         |         |         |         |         |         |         |
| 22 | Bidding Support                                                           | Thu 5/29/14 | Wed 6/25/14  | 20 days  |         |         |         |         |         |         |         |         |         |         |
| 23 | Construction Contract Award (anticipated)                               | Thu 6/26/14 | Wed 8/20/14  | 40 days  |         |         |         |         |         |         |         |         |         |         |
| 24 | Procurement (Controllers, Cabinets & EVP units)                          | Thu 8/21/14 | Thu 10/9/14  | 36 days  |         |         |         |         |         |         |         |         |         |         |
| 25 | Construction Support                                                      | Thu 8/21/14 | Wed 11/26/14 | 70 days  |         |         |         |         |         |         |         |         |         |         |
3. Staffing Plan

TEAM ORGANIZATION

Our team will be led by Kevin Aguigui, C.E., E.E., CSEP, who has led many successful projects for Kimley-Horn and is currently providing services to the City of Stockton. He is a dedicated project manager and will be personally involved in every aspect of the project.

Our team members have worked on numerous EVP and TSP projects for systems identical to that of the City of Stockton. The individuals shown below comprise our team of ITS, traffic engineering, and traffic signal system specialists. They have worked together on many similar projects, and are very familiar with the City’s design standards and requirements. Abbreviated resumes for our key team members are included later in this section.

Our team also features the services of WILTEC, Inc., a DBE traffic engineering and data collection firm. We have worked with WILTEC on many other transportation projects and the City will benefit from our established, solid working relationship.

WORKLOAD AND AVAILABILITY

The members of our project team have firsthand experience in responding effectively and efficiently to the needs and requirements of the City under many different types of projects. Most recently, we prepared environmental and PS&E documents for several corridors that included the exact design elements and functions that are sought under this project. We know the detailed technical expertise...
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that is required to complete your designs and we proactively plan and set aside adequate time and staff availability to provide the City with a high level of responsiveness. Our proposed team members all have detailed and extensive design experience working on identical projects for the City, and are experienced working on similar projects for agencies across California.

To ensure our staff’s availability, Kimley-Horn uses a two-step approach. The first step is a weekly check and the second step is a monthly forecast for project staffing. Under the first step, each week, our office plans out the workload for the following week to ensure that all projects are staffed properly with the focus of meeting deadlines and client’s expectations. Under the second step, our entire firm uses a proactive management system known as “cast-aheads” that is evaluated once a month and details every project’s personnel needs and each person’s availability. Matching project needs with staff availability weekly and monthly, keeps our projects on schedule.

After reviewing our current cast-aheads, we can assure you that the Kimley-Horn staff members selected for this team are available to serve you and are in an excellent position to handle the workload required to complete the scope of services outlined in your request for proposal.

We are fully committed to providing knowledgeable staff with EVP expertise to serve the City. Our team members’ current assignments and availability for the City’s EVP project are shown in the following table.

<table>
<thead>
<tr>
<th>TEAM MEMBER Role</th>
<th>CURRENT WORKLOAD</th>
<th>% AVAILABLE FOR STOCKTON EVP PROJECT</th>
</tr>
</thead>
</table>
| Kevin Aguigui    | Project Manager  | • Blackstone/Ventura-Kings Canyon BRT  
 |                  |                   | • Hammer Lane BRT III               
 |                  |                   | • Stockton BRT Phase IV             
 |                  |                   | • Porterville Transit TSP Implementation  
 |                  |                   | • Wilson Way Adaptive Traffic Control System  
 |                  |                   | 40%                                 |
| Randy Durrenberger| Principal-in-Charge  | • AC Transit Line 51               
 |                  |                   | • I-80 ICM                          
 |                  |                   | • MTC ITS/511 Technical Advisor      
 |                  |                   | 35%                                 |
| Elbert Chang     | Utility Coordination and Background Research / Caltrans Local Assistance and County Coordination  | • I-80 ICM (San Pablo Corridor)   
 |                  |                   | • Port of Oakland Fiber Optic Network Expansion  
 |                  |                   | • Oakland Fiber Master Plan          
 |                  |                   | • I-80 ICM System Manager           
 |                  |                   | 50%                                 |
| Matt Wages       | PS&E / Utility Coordination and Background Research / Caltrans Local Assistance and County Coordination  | • Stockton Hammer Lane BRT III     
 |                  |                   | • Fresno BRT                        
 |                  |                   | • Stockton BRT IV                   
 |                  |                   | 70%                                 |
| Jaime Siochi     | PS&E / Utility Coordination and Background Research  | • Santa Clara Lafayette Street Signal Interconnect  
 |                  |                   | • AC Transit Line 51                
 |                  |                   | • SCVTA Berryessa Station           
 |                  |                   | 70%                                 |
## PROJECT WORK MATRIX

As requested in the RFP, a project work matrix showing the hourly breakdown by task for the project is included below.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Durrenberger</th>
<th>Aqueigui</th>
<th>Chang</th>
<th>Wages</th>
<th>Siochi</th>
<th>Prof. III</th>
<th>Jr. Prof.</th>
<th>Analyst</th>
<th>Admin/Supp Support</th>
<th>Total</th>
<th>Total Hours</th>
<th>% of Total Task Hours</th>
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<tbody>
<tr>
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<td>12</td>
<td>16</td>
<td>8</td>
<td>8</td>
<td>10</td>
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<td>12</td>
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<td>12</td>
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<td>22</td>
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<td>22</td>
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<td>176</td>
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<td>24</td>
<td>144</td>
<td>144</td>
<td>100%</td>
<td>100%</td>
</tr>
</tbody>
</table>

Note: 29.84% is the total hours spent on tasks 1 through 5 divided by the total hours spent on all tasks.
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Kevin Aguigui, C.E., E.E., CSEP
Project Manager

Kevin is a senior systems engineer and project manager with extensive hands on experience in ITS, systems engineering, transportation engineering and electrical systems design. Kevin has played a critical role in virtually every BRT/TSP/EVP design project that Kimley-Horn has managed in the last five years. For Stockton’s Hammer Lane BRT Phase III, Kimley-Horn assisted in the installation, integration and implementation of the new Central Management System (CMS) for the City. This CMS enables City staff to remotely monitor each field EVP/TSP unit from the City’s Traffic Control Room and offices. Kevin’s main focus is ITS, transit ITS, security and surveillance systems, communications networks, traffic engineering and design, adaptive control systems and transit signal priority systems. He has planned, designed, implemented, and integrated numerous ITS systems. His experience with ITS systems has included advanced transportation controllers, CCTVs, VMS, detection systems, security and electrical systems, technology evaluations and ITS strategic plans. He has implemented and integrated all forms of communications networks including configuration and testing of field elements and network equipment for both wired and wireless systems.

Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- El Camino Real Traffic Signal Modifications and EVP/TSP Implementation, Santa Clara, CA
- Line 51 Speed and Reliability Project, Alameda County, CA
- sBX E Street BRT (OmniTrans), San Bernardino, CA
- LAVTA BRT, Tri-Valley (Alameda and Contra Costa Counties), CA
- Airport Way BRT II, Stockton, CA
- Hammer Lane BRT III, Stockton, CA
- Porterville Transit TSP Implementation, Porterville, CA
- Wilson Way Adaptive Traffic Control System, Stockton, CA

Randy Durrenberger, P.E.
Principal-in-Charge

Randy has nearly 20 years of experience in the planning, design, testing, and implementation of freeway and arterial based ITS projects. He has managed several major freeway management systems and smart corridors involving all facets of a project from planning to implementation. His experience includes planning (ITS strategic plans, system architecture, communications master plans, implementation plans), design (communications, conduit and cable, plan sets, general traffic, and field device locations), specifications (signal system, ITS devices), and field coordination of multiple contractors on various phases of implementation.

Relevant Experience

- AC Transit (East Bay) BRT Program, Alameda County, CA
- AC Transit Line 51 BRT Design, Alameda County, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costs Counties, CA
- MTC ITS/511 Technical Advisor
- ITS Strategic Plan, Oakland, CA
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Elbert Chang, P.E., T.E.
Role: PS&E; Utility Coordination, Background Research, Caltrans Local Assistance and County Encroachment Permits

Elbert has extensive engineering and management experience in a variety of traffic engineering, ITS, and CCTV projects. He has worked on numerous CCTV projects involving digital and analog video equipment over copper, fiber, and wireless networks. He has prepared design documents and PS&E packages for the implementation and construction of central and field end elements.

Professional Credentials
• Master of Science, Transportation Engineering, University of California, Berkeley
• Master of City Planning, Transportation Planning, University of California, Berkeley
• Bachelor of Science, Civil Engineering/University of California, Berkeley
• Professional Engineer (Civil and Traffic) in California

Relevant Experience
• AC Transit (East Bay) BRT Program, Alameda County, CA
• I-80 ICM San Pablo Corridor EVP-TSP Upgrades, Alameda and Contra Costa Counties, CA
• Filbert Street-Myrtle Street Signal Modification, Stockton, CA
• Airport Way BRT II, Stockton, CA
• Hammer Lane BRT III, Stockton, CA
• AC Transit Line 51 Design, Alameda County, CA
• ITS Strategic Plan, Oakland, CA

Matt Wages, EIT
PS&E / Utility Coordination and Background Research / Caltrans Local Assistance and County Encroachment Permits

Matt is a transportation analyst specializing in traffic signal design, signal timing, system integration, and roadway design projects. His system integration and signal timing experience includes data collection, development of Synchro models, analyses of potential cycle lengths, database conversions, and traffic signal controller integration. Matt has worked on several traffic engineering and design projects in which he was involved in data collection, creation of CADD plans, and signal and interconnect designs. He is proficient in the latest versions of AutoCAD, MicroStation, Synchro, and Highway Capacity Software.

Professional Credentials
• Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo
• Engineer-in-Training

Relevant Experience
• Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
• Porterville Transit TSP Implementation, Porterville, CA
• I-80 ICM San Pablo Avenue, Alameda and Contra Costs Counties, CA
• Airport Way BRT II, Stockton, CA
• Hammer Lane BRT III, Stockton, CA
• AC Transit Line 51 BRT Design, Alameda County, CA
• Fiber Optic Design and Standards, Tracy, CA
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Jaime Siochi, EIT
PS&E / Utility Coordination and Background Research

Jaime is a transportation analyst with experience in planning and designing of freeway and arterial ITS systems, traffic signal design, signal timing and operations, signal interconnect design, signing and striping, and roadway lighting. He has worked on a number of projects in which he was involved in data collection, creation of CADD plans, cost estimating, GIS mapping, development of timing plans using Synchro, and street lighting design utilizing AGi32 software.

Relevant Experience

- AC Transit Line 51 BRT Design, Alameda County, CA
- Fiber Optic Network Design (Lafayette Street), Santa Clara, CA
- AC Transit (East Bay) BRT Program, Alameda County, CA
- Blackstone/Ventura-Kings Canyon BRT, Fresno, CA
- Hammer Lane BRT III, Stockton, CA
- I-80 ICM San Pablo Avenue, Alameda and Contra Costa Counties, CA

SUBCONSULTANTS

WILTEC (UDBE) – Design Support

WILTEC is a professional traffic engineering firm that specializes in conducting and analyzing all transportation related surveys. They provide survey services to numerous clients in both the public and private sectors. On average, WILTEC conducts approximately 200 different transportation surveys per year throughout California and in Nevada and Hawaii.

WILTEC’s strength is in its core group of professionals – most of which have been with the firm for over seven years and collectively have over 40 years of experience in the planning, conduct, analysis, summary and documentation of transportation surveys. WILTEC is certified as a Disadvantaged Business Enterprise (DBE) by the California Uniform Certification Program.
4. References

We continuously strive to be the consultant of choice for our clients and we attribute our successful working relationships with our clients and our success over the last 46 years to our high-quality, proactive, and timely services. We invite you to contact our clients and talk to them about our work history, quality of service, and if they would again select us for similar services. Additional references can be provided upon request.

Evangeline Lucas Lee  
City of Sacramento  
(916) 808-7612  
Project: Arden Way and 65th Street TLSP Projects

Dennis Ng  
City of Santa Clara  
(408) 615-3021  
Project: El Camino Real-Scott Boulevard-De La Cruz Traffic Signal Interconnect and Coordination

John Downs  
Fresno Area Express (FAX)  
(559) 621-1502  
Project: Blackstone/Ventura-Kings Canyon BRT

Wil Buller  
AC Transit  
(510) 891-5414  
Project: Line 51 BRT Design
CONTACT:

Kevin Aguigui, C.E., E.E., CSEP
kevin.aguigui@kimley-horn.com

Kimley-Horn and Associates, Inc.
1300 Clay Street, Suite 325
Oakland, CA 94612

D: 510.350.0217
P: 510.625.0712

www.kimley-horn.com
## COST PROPOSAL

**KIMLEY-HORN AND ASSOCIATES, INC.**

Installation of Emergency Vehicle Pre-emption at Various Locations

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<th>Agugui</th>
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DBE Participation: 4.67%
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 $2,000,000 Aggregate limit.

   (ii) PROFESSIONAL LIABILITY, Not less than $1,000,000 per Claim/$2,000,000 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.
Exhibit “C”
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)

This form shall be physically attached to Amendment to Professional Services Master Contract

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Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,
FEDERAL PROJECT NO. CML-5008 (125)
Exhibit “C”

INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
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Additional California Department of Transportation (Caltrans) Exhibits Incorporated:
*Exhibit 10-F “Certification of Consultant, Commissions & Fees”
  Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information"
  Exhibit 10-J “Standard Agreement for Subcontractor/DBE Participation”
  *Exhibit 10-K “Consultant Certification of Costs and Financial Management System”
  *Exhibit 10-L “Local Agency Certification of Cost Analysis”
  Exhibit 10-O1 “Consultant Proposal Disadvantaged Business Enterprise Commitment”
  Exhibit 10-O2 “Consultant Contract Disadvantaged Business Enterprise Information”
  Exhibit 10-P “Non-Lobbying Certification for Federal-Aid Contracts”
  Exhibit 10-Q “Disclosure of Lobbying Activities”
  Exhibit 10-S “Consultant Performance Evaluation” (Due at end of project)
  Exhibit 10-T “Panel Member Conflict of Interest & Confidentiality Statement”
  Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement”
  Exhibit 10-V “Non-Discrimination Clause”
  Exhibit 12-B “Bidder’s List of Subcontractors (DBE’s and Non-DBE’s)”
  Exhibit 12-E, Attachment H “Debarment and Suspension Certification”
  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.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11, FEDERAL PROJECT NO. CML-5008 (125)
Exhibit “C”
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)

This form shall be physically attached to Amendment to Professional Services Master Contract

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.
Exhibit “C”
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
City Project No. 12-11 / Federal-Aid Project No. HSIP/F-5008(125)

This form shall be physically attached to 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.

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,
FEDERAL PROJECT NO. CML-5008 (125)
Exhibit “C”
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)

This form shall be physically attached to Amendment to Professional Services Master Contract

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.
Exhibit “C”
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)

This form shall be physically attached to Amendment to Professional Services Master Contract

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 incurred 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:

Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,
FEDERAL PROJECT NO. CML-5008 (125)
Exhibit "C"
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)

This form shall be physically attached to Amendment to Professional Services Master Contract

- 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.
Exhibit “C”
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
City Project No. 12-11 / Federal-Aid Project No. HSIPL-5008(125)

This form shall be physically attached to Amendment to Professional Services Master Contract

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
Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11,
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Exhibit "C"

INSTALLATION OF EMERGENCY VEHICLE PREEMPTION (EVP) AT VARIOUS LOCATIONS
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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 subcontractors.

C. Any substitution of subcontractors 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 Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11, FEDERAL PROJECT NO. CML-5008 (125)
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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.

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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.

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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.

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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.

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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.

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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.
Amendment – KIMLEY-HORN AND ASSOCIATES, INC. – PROJECT NO. 12-11, FEDERAL PROJECT NO. CML-5008 (125)
EXHIBIT 10-F CERTIFICATION OF LOCAL AGENCY, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the City Traffic Engineer, and duly authorized representative of the Agency City of Stockton, whose address is 22 E. Weber Avenue, Stockton, CA 95202, and that, except as hereby expressly stated, neither I nor the above Agency 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.

2/13/14 (Date)  

(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of Kimley-Horn and Associates, Inc., whose address is 1300 Clay Street, Oakland, CA 94612, 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.

12/11/2013
(Date)

(Signature)
EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 4.17%

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. Packers, 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-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: At various locations Project No. 12-11, Federal Project No. 5008 (125)

3. Project Description: Installation of Emergency Vehicle Pre-emption (EVP) at Various Locations, and other traffic signal improvements


5. Contract DBE Goal %: 4.17%

<table>
<thead>
<tr>
<th>DBE Commitment Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Description of Services to be Provided</td>
</tr>
<tr>
<td>C8703 Traffic Engineering</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Agency to Complete this Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>16. Local Agency Contract Number:</td>
</tr>
</tbody>
</table>

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

19. Local Agency Representative Name (Print)

20. Local Agency Representative Signature 21. Date

22. Local Agency Representative Title 23. (Area Code) Tel. No.

Distribution: (1) Original – Consultant submits to local agency with proposal
(2) Copy – Local Agency files

10. Total % Claimed 4.67 %

11. Preparer’s Signature

Randal R. Durrenberger, P.E.

12. Preparer’s Name (Print)

13. Preparer’s Title


Page 1 of 2

May 8, 2013
INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

1. Local Agency Name - Enter the name of the local or regional agency that is funding the contract.
2. Project Location - Enter the project location as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. Consultant Name - Enter the consultant’s firm name.
5. Contract DBE Goal % - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 Notice to Proposers DBE Information Form. See LAPM Chapter 10.
6. Description of Services to be Provided - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. DBE Firm Contact Information - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant’s name and telephone number, if the prime is a DBE.
8. DBE Cert. Number - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. Total % Claimed - Enter the total DBE participation claimed. If the Total % Claimed is less than item “6. Contract DBE Goal”, an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
11. Preparer’s Signature - The person completing this section of the form for the consultant’s firm must sign their name.
12. Preparer’s Name (Print) - Clearly enter the name of the person signing this section of the form for the consultant.
13. Preparer’s Title - Enter the position/title of the person signing this section of the form for the consultant.
14. Date - Enter the date this section of the form is signed by the preparer.
15. (Area Code) Tel. No. - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

16. Local Agency Contract Number - Enter the Local Agency Contract Number.
17. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
18. Contract Execution Date - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. Local Agency Representative Name (Print) - Clearly enter the name of the person completing this section.
20. Local Agency Representative Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. Date - Enter the date the Local Agency Representative signs the form.
22. Local Agency Representative Title - Enter the position/title of the person signing this section of the form.
23. (Area Code) Tel. No. - Enter the area code and telephone number of the Local Agency representative signing this section of the form.
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: _At various locations Project No. 12-11, Federal Project No. 5008 (125)_

3. Project Description: _Installation of Emergency Vehicle Pre-emption (EVP) at Various Locations, and other traffic signal improvements_

4. Total Contract Award Amount: $ 75,000

5. Consultant Name: _Kimley-Horn and Associates, Inc._

6. Contract DBE Goal %: _4.17%_

7. Total Dollar Amount for all Subconsultants: $ 3,500

8. Total Number of all Subconsultants: _1 one_

<table>
<thead>
<tr>
<th>Award DBE/DBE Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9. Description of Services to be Provided</strong></td>
</tr>
<tr>
<td>C6703 Traffic Engineering</td>
</tr>
<tr>
<td>610 N. Lake Avenue, Pasadena, CA 91105</td>
</tr>
</tbody>
</table>

Local Agency to Complete this Section

13. Total Dollars Claimed: $ 3,500

14. Total % Claimed: _4.67 %_

15. Preparer's Signature: Randal R. Durrenberger, P.E.

16. Preparer's Name (Print) _Vice President_

17. Preparer's Title: _12/11/2013 (510) 625-0712_

18. Date: _19. (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_
INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. Local Agency Name – Enter the name of the local or regional agency that is funding the contract.
2. Project Location - Enter the project location as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
5. Consultant Name - Enter the consultant’s firm name.
6. Contract DBE Goal % - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I Notice to Proposers DBE Information form. See LAPM Chapter 10.
7. Total Dollar Amount for all Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE’s + all Non-DBE’s). Do not include the prime consultant information in this count.
8. Total number of all subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBE’s + all Non-DBE’s). Do not include the prime consultant information in this count.
9. Description of Services to be Provided - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. DBE Firm Contact Information - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant’s name and telephone number, if the prime is a DBE.
11. DBE Cert. Number - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 Consultant Proposal DBE Commitment form. See LAPM Chapter 9 for how to count full/partial participation.
13. Total Dollars Claimed - Enter the total dollar amounts for column 13.
14. Total % Claimed - Enter the total DBE participation claimed for column 13. SUM = (item “14. Total Participation Dollars Claimed” divided by item “4. Total Contract Award Amount”). If the Total % Claimed is less than item “6. Contract DBE Goal”, an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer’s Signature - The person completing this section of the form for the consultant’s firm must sign their name.
16. Preparer’s Name (Print) - Clearly enter the name of the person signing this section of the form for the consultant.
17. Preparer’s Title - Enter the position/title of the person signing this section of the form for the consultant.
18. Date - Enter the date this section of the form is signed by the preparer.
19. (Area Code) Tel. No. - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

20. Local Agency Contract Number - Enter the Local Agency Contract Number.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. Local Agency Representative Name (Print) - Clearly enter the name of the person completing this section.
24. Local Agency Representative Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. Date - Enter the date the Local Agency Representative signs the form.
26. Local Agency Representative Title - Enter the position/title of the person signing this section of the form.
27. (Area Code) Tel. No. - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. DLAE Name (Print) – Clearly enter the name of the DLAE.
29. DLAE Signature – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. Date - Enter the date that the DLAE signs this section of the form.
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>For Material Change Only:</td>
</tr>
<tr>
<td>d. loan</td>
<td></td>
<td>year</td>
</tr>
<tr>
<td>e. loan guarantee</td>
<td></td>
<td>quarter</td>
</tr>
<tr>
<td>f. loan insurance</td>
<td></td>
<td>date of last report</td>
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<table>
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<tr>
<th>4. Name and Address of Reporting Entity</th>
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</thead>
<tbody>
<tr>
<td>☐ Prime</td>
</tr>
<tr>
<td>☐ Subawardee</td>
</tr>
<tr>
<td>Tier ______, if known</td>
</tr>
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**Congressional District, if known**

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
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<tr>
<th>7. Federal Program Name/Description:</th>
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</thead>
<tbody>
<tr>
<td>CFDA Number, if applicable</td>
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</table>

<table>
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<tr>
<th>8. Federal Action Number, if known:</th>
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<table>
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<tr>
<th>9. Award Amount, if known:</th>
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</table>

<table>
<thead>
<tr>
<th>10. Name and Address of Lobby Entity</th>
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</thead>
<tbody>
<tr>
<td>(If individual, last name, first name, MI)</td>
</tr>
</tbody>
</table>

| 11. Individuals Performing Services (including address, if different from No. 10a) |
| (last name, first name, MI) |

<table>
<thead>
<tr>
<th>(attach Continuation Sheet(s) if necessary)</th>
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</table>

<table>
<thead>
<tr>
<th>12. Amount of Payment (check all that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ _______ ☐ actual ☐ planned</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Form of Payment (check all that apply):</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ a. cash</td>
</tr>
<tr>
<td>☐ b. in-kind; specify: nature ______</td>
</tr>
</tbody>
</table>

| Value ______ |

<table>
<thead>
<tr>
<th>14. Type of Payment (check all that apply)</th>
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<tbody>
<tr>
<td>☐ a. retainer</td>
</tr>
<tr>
<td>☐ b. one-time fee</td>
</tr>
<tr>
<td>☐ c. commission</td>
</tr>
<tr>
<td>☐ d. contingent fee</td>
</tr>
<tr>
<td>☐ e. deferred</td>
</tr>
<tr>
<td>☐ f. other, specify</td>
</tr>
</tbody>
</table>

| 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: |
| (attach Continuation Sheet(s) if necessary) |

<table>
<thead>
<tr>
<th>16. Continuation Sheet(s) attached:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randal R. Durrenberger, P.E.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name:</th>
</tr>
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<tbody>
<tr>
<td>Vice President</td>
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<table>
<thead>
<tr>
<th>Title:</th>
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<table>
<thead>
<tr>
<th>Telephone No.: (510) 625-0712 Date: 12/11/2013</th>
</tr>
</thead>
</table>

**Federal Use Only:**

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Standard Form LLL Rcv. 04-28-06

Distribution: Orig- Local Agency Project Files

LPP 13-01            May 8, 2013
INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subcontractor. Identify the tier of the subcontractor, e.g., the first subcontractor of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subcontractor" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.

10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

11. Enter the full names of the individual(s) performing services and include full address if different from Item 10(a). Enter Last Name, First Name and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 10) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all boxes that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

16. Check whether or not a continuation sheet(s) is attached.

17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-L.II-Instructions Rev. 06-04
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>Willtec</td>
<td>Phone</td>
<td>$1 million</td>
<td>C8703 - Traffic Engineering</td>
<td>□ YES</td>
</tr>
<tr>
<td>610 North Lake Avenue, Pasadena, CA</td>
<td>(626) 564-1944 Fax</td>
<td>$5 million</td>
<td></td>
<td>□ NO</td>
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<td></td>
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<td>&gt; $15 million</td>
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<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>
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<td>Phone</td>
<td>$1 million</td>
<td>C8703 - Traffic Engineering</td>
<td>□ YES</td>
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<th>Annual Gross Receipts</th>
<th>Description of Portion of Work to be Performed</th>
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<td>C8703 - Traffic Engineering</td>
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<td>&gt; $15 million</td>
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<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>
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<td>Phone</td>
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<td>C8703 - Traffic Engineering</td>
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Distribution: 1) Original - Local Agency File

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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>Name <em>none</em></td>
<td>Phone</td>
<td>$1 million</td>
<td></td>
<td>YES</td>
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<td>&lt; $5 million</td>
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<td>NO</td>
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<td>&lt; $10 million</td>
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<td>If YES list DBE #:</td>
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<td>Fax</td>
<td>&lt; $15 million</td>
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<td>&gt; $15 million</td>
<td></td>
<td>Age of Firm (Yrs.)</td>
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<tr>
<td>Name</td>
<td>Phone</td>
<td>$1 million</td>
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<td>YES</td>
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<td>&lt; $5 million</td>
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<td>NO</td>
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<td>&lt; $10 million</td>
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<td>If YES list DBE #:</td>
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<td>&gt; $15 million</td>
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<td>Age of Firm (Yrs.)</td>
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<td>Name</td>
<td>Phone</td>
<td>$1 million</td>
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<td>YES</td>
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<td>If YES list DBE #:</td>
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<td>&gt; $15 million</td>
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<td>Age of Firm (Yrs.)</td>
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### Distribution

1) Original – Local Agency File
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.

None.

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: [Signature]

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

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. 5008 (125) Bid Opening Date November 7, 2013

The City of Stockton established a Disadvantaged Business Enterprise (DBE) goal of 4.17% 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>
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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>
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<tbody>
<tr>
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</table>

N/A - DBE goal achieved
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>
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</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:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

N/A - DBE goal achieved
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:

________________________________________________________________________
________________________________________________________________________

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></td>
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</tbody>
</table>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

________________________________________________________________________

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

N/A - DBE goal achieved