

REQUEST FOR PROPOSALS



The Public Works Department is Requesting Proposals for:

**Construction Management, Inspection, Labor
Compliance and Material Testing Services**

**Traffic Signal Modifications - 9 Locations Highway Safety
Improvement Project
Federal Project No. HSIPL-5202(019)**

RELEASE DATE: April 29, 2024

RESPONSE DUE: May 27, 2024

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the City of San Fernando invites sealed proposals from qualified consulting firms to provide the City with construction management, inspection, labor compliance and materials testing services for the **Traffic Signal Modifications- 9 Locations Highway Safety Improvement Project: Federal Project No. Federal Project No. HSIPL-5202(019)**. The City will receive such proposals at the Public Works Department, 117 Macneil Street, San Fernando, California, 91340, UP TO THE HOUR OF **2:00 PM on Monday, May 27, 2024**.

A portion of this project is federally funded with Highway Safety Improvement Program (HSIP) dollars requiring the Consultant to follow all pertinent local, state, Federal laws and regulations. The DBE goal for the Highway Safety Improvement Project is **15%**.

It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of San Fernando prior to this proposal due date and time. Proposals received after the due date and time will not be considered. Proposals shall be mailed, hand-delivered or sent by courier service and shall NOT be sent via email or fax.

The City reserves the right to withdraw the RFP at any time without prior notice. In addition, the City reserves the right to reject any and all proposals without indicating any reasons for such rejection. Furthermore, the City makes no representations that the project will be awarded to any respondent to the RFP.

Proposals shall be submitted in a sealed package and clearly marked with following information, formatted as follows:

SEALED PROPOSAL FOR:

**CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE
AND MATERIALS TESTING SERVICES FOR THE TRAFFIC SIGNAL MODIFICATIONS- 9 LOCATIONS HIGHWAY SAFETY
IMPROVEMENT PROJECT: FEDERAL PROJECT NO. HSIPL-5202(019)**

IN THE CITY OF SAN FERNANDO

The sealed proposal package shall include three (3) hard copies and one (1) electronic copy on a flash drive of the Consultant's proposal; the "Fee Proposal" must be submitted in a separate sealed envelope. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date.

In strict accordance with the Specifications on file in the office of the SAN FERNANDO PUBLIC WORKS DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

By: _____
Julia Fritz, City Clerk

SECTION ONE: BACKGROUND AND DESCRIPTION

Background

The Traffic Signal Modification Project is located in the City of San Fernando, Los Angeles County. The project will systematically address the City's and community's concerns of traffic safety for motorists and pedestrians traversing nine significant intersections within the City's main transportation corridor which intersect with Metrolink trains. The project is expected to greatly improve traffic safety for both pedestrians and motorist by significantly reducing traffic fatalities and serious injuries at the nine intersections; specifically along the Metrolink rail corridor. The City was awarded a \$1,096.00 grant through the Federal Highway Safety Improvement Program (HSIP), for the construction phase of the project.

The nine intersections include:

- Hubbard Avenue at San Fernando Road
- Hubbard Avenue at Truman Street
- Hubbard Avenue at First Street
- Maclay Avenue at San Fernando Road
- Maclay Avenue at Truman Street
- Maclay Avenue at First Street
- Brand Boulevard at San Fernando Road
- Brand Boulevard at Truman Street
- Wolfskill Street at Truman Street

Description

The work to be completed during project construction includes: installing larger signal heads, additional street lighting, protected left turn phase signals where left turn lanes already exist, the removal and installation of new signal poles, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, and miscellaneous appurtenant work at nine intersections within the City.

Upon completion of all construction, the Contractor shall prepare a complete set of as-built plans showing all deviations from the original plans. City of San Fernando CAD Files (AutoCAD format) containing the original plan set will be provided to the Contractor. The Contractor shall revise these files as described above. The as-built plans must be approved by the City Engineer prior to the final acceptance of the project. CM/Inspector shall confirm as-builts with Contractor.

The construction contract for this project was awarded on February 20, 2024. Once a consultant is selected for the subject construction management, inspection, labor compliance and materials testing services, the pre-construction meeting will be scheduled and the Notice to Proceed will subsequently be issued to both the contractor and consultant. Given that a portion of this project is federally funded, all applicable federal requirements in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) shall apply to the construction management, inspections, labor compliance and materials testing services to be rendered for this HSIP project.

SECTION TWO: SCOPE OF SERVICES

General:

The City of San Fernando is interested in contracting with a Consultant that will conduct and coordinate, specified construction phase tasks, to deliver the Traffic Signals Modification Project on time, at or under budget, and to the City's expected standard of quality, scope, and function.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the City of San Fernando, included in the sample professional services agreement (Appendix "A").

Services to be Provided:

The Consultant selected shall provide all services to complete construction management, inspection, labor compliance and materials testing services for the Traffic Signals Modification Project.

Specifically, the Consultant selected will be required to complete the following tasks:

Task 1. Construction Management

The construction manager to be assigned shall be responsible to provide construction management activities for the duration of the project and shall perform the following specific functions:

1. Communication
 - Be informed of all project activities and approvals which are required prior to any changes to the project.
 - Coordinate construction activities with the City and the general public.
 - Prepare weekly status reports including statement of working days documenting construction progress, time of completion, delays and time extensions and an estimate of work anticipated to be performed in the upcoming week for the City's review.
 - Coordinate design changes with the design consultant and the City.
 - Coordinate and monitor all project team activity including, but not limited to, the contractor, subcontractors, sub-consultants, field inspectors and regulatory agencies.
 - Coordinate all necessary outreach activities to impacted local businesses and the general public for the duration of the project.
 - Maintain electronic files for the project.

2. Meetings

- Conduct pre-construction meeting and prepare agenda and minutes. Prior to the meeting, review PS&E and agendaize potential issues.
- Conduct and lead weekly construction progress meetings (or as frequently as necessary depending on the amount of project activity) and prepare minutes for the project manager's approval.
- Participate in field meetings to resolve field issues. The consultant will be expected to take minutes and document issues, findings and changes resulting from the meetings. Attend various meetings as necessary. Conduct weekly meetings with the project manager. If necessary, meet with the auditor and follow-up on his/her requests and directives as necessary.
- Review contractor's request for information (RFIs) and forward them to the design engineer.
- Review the merits of change orders and furnish a recommendation for the City to approve or deny.

3. Schedule and Budget

- Review the master project schedule at the beginning of the project and work with the contractor to maximize the number of project tasks that can be completed concurrently to the extent possible.
- Ensure all critical path items are completed in a timely manner.
- Keep project on schedule and within budget.
- Routinely review construction progress schedule and contractor's schedule of values.
- Prepare change orders in the standard city format for the Public Works Director's approval.
- Maintain an accounting of construction costs, including approved change orders.
- Review invoices from the contractor and other vendors, make payment recommendations, prepare progress payments and prepare final payment in City's standard format.
- Conduct an independent analysis of extra work to be completed through a Contract Change Order (CCO) to verify that the cost for the extra work is reasonable.
- Anticipate change orders and limit the effect on scheduling and the project budget.
- Manage and coordinate change orders when they occur.

4. Miscellaneous

- Review the project specifications, plans and grant requirements.
- Review and coordinate approval of contractor submittals with the design consultant and City.
- Log, track, and process submittals, Requests for Information (RFI's), Requests for Changes (RFC's), Contract Change Orders (CCO's), field directives, Notices of Potential Claim (NOPC's), Non-Conformance Reports (NCR's) and construction schedules. Interface with City's Engineering Division staff to coordinate the review of submittals and shop drawings and responding to RFIs.
- Monitor all required permits, certificates, and licenses for compliance with local, state and federal laws.
- Routinely review construction files to ensure conformance to approved City standards and good construction management practices.
- Provide memorandum of clearance to issue Notice of Completion.

- Monitor materials documentation and testing results and enforce corrections as necessary.
- Review and respond to all construction correspondence, including requests for clarification, change order requests, etc.
- Coordinate the review and approval of new traffic control plans submitted by the contractor.
- Process all project documentation per City requirements in standard formats.
- Coordinate other project contract and construction management responsibilities as assigned.
- Conduct labor compliance interviews with the contractor's workforce and record information for compliance with Federal requirements.
- Verify and sign contractor's daily extra work reports documenting force account (time and materials) work.
- Certify contractor payroll records for compliance with the higher of either federal Davis-Bacon or State prevailing wage rates.

Task 2. Construction Inspections

The inspector to be assigned to the project shall provide observation of all project activity and shall be responsible for the following specific tasks as well as other tasks as necessary:

- Communication
 - Communicate project details with all affected city services, including the San Fernando Police and County Fire Departments, San Fernando Unified School District, Athens Services (street sweeping), Republic Services (refuse), Los Angeles County Metropolitan Transportation Authority, Parking Company of American (City's shuttle service), Los Angeles County Department of Public Works, utility agencies and other providers of services as necessary shall be informed of all project activities by the Consultant.
 - Assist the City in any public outreach efforts.
 - Coordinate the Contractor's field work with affected utility and service related companies, such as Southern California Gas Company, Southern California Edison, City of San Fernando Water and Electric Divisions, City of San Fernando Department of Public Works, Los Angeles County Sanitation District, Athens Services, Republic Services, LA METRO, Parking Company of America, County of Los Angeles Department of Public Work and all other utility companies and agencies affected by the project.
- Meetings/Inspections
 - Coordinate all project meetings including, but not limited to, pre-bid, pre-construction, field, progress, public outreach, etc.
 - Coordinate all required project inspections with all affected agencies including, but not limited to, utility companies.
 - Perform daily inspections of work under the project scope.
- Schedule and Budget
 - Keep projects on schedule and within budget and minimize change orders.
 - Provide complete measurements of quantities daily and calculations documented to administer progress payments, change orders, extra work, etc.
 - Update construction schedules twice per month in coordination with the contractor.

- Ensure all change orders are pre-approved by the Director of Public Works/ City Engineer.
- Construction
 - Review construction traffic control to ensure compliance with applicable codes and standards, in particular the California Manual of Traffic Control Devices (CAMUTCD).
 - Ensure contractor compliance with all applicable regulatory requirements, particularly with Best Management Practices (BMPs) regarding stormwater management and air quality regulations (i.e., dust control).
 - At the completion of each phase of each project (i.e. concrete improvements, electrical improvements, AC paving, landscaping, etc.), complete and document a field review. Prepare in progress punch lists.
 - Project hours are Mon. – Fri. and may vary based on the approved project schedule.
 - A full-time inspector will be required to be on-site for the duration of daily construction activity, or as deemed necessary by the City.
 - Ensure the project is constructed in accordance with the project plans, specifications and estimate (PS&E) construction documents, City standards, Caltrans Standard Plans and Specifications and Standard Specifications for Public Works Construction (Greenbook).
 - Ensure all construction activities are witnessed.
 - Ensure compliance of Underground Service Alert (USA) notification/delineation and NPDES Best Management Practices (BMPs).
 - Ensure contractor maintains accurate and up-to-date redlined as-constructed drawings.
 - Inspect materials and equipment upon delivery for compliance with the construction contract documents.
 - On each working day, meet with the contractor to review proposed work plan, including specific details that may affect progress. The Consultant shall inform the project manager of any work which may result in a noteworthy impact on the City immediately.
 - Closely monitor compaction, material, concrete cylinder and other necessary testing results and require the contractor to provide corrective measures to achieve compliance as necessary.
 - Maintain copies of all permits needed to construct the project and enforce special requirements of each.
 - Maintain a resident engineer diary and daily inspection report documenting construction activities, methods and equipment used.
 - Substitution of any material shall not be made unless approved by the project manager.
 - Ensure that the contractor is complying with state requirements pertaining to the preservation or restoration of survey monuments, including recordation requirements. This activity includes, but is not limited to, the setting of centerline ties for existing centerline monuments located with no existing ties, replacement of centerline ties disturbed by construction and the resetting of centerline monuments and providing the city with an updated set of centerline tie notes.
- Administrative
 - Complete daily measurements of quantities of work with the contractor and prepare daily inspection reports. At the end of each working day, the inspector and resident engineer must submit the daily reports to the Project Manager via email. The daily reports must be

clear, concise, include a detailed description of the work completed and include a summary of the quantities of pay items completed that day, the percentage completed that day, the cumulative percentages to date, list of equipment used and materials delivered, workers employed, a schedule of the anticipated work to be done that week and any field problems, disputes or claims, settlements, agreements or direction given to the contractor. The daily report form, with which daily reports are submitted, must comply with City and Federal requirements for reporting.

- Color photographs of the jobsite shall be taken prior to and during construction and once immediately following the completion of construction of the project. Electronic files of the photographs taken shall be emailed to the Project Manager on a daily basis or provided to the City on flash drive to be saved on the City's network drive.
- Analyze delays and review claims in a timely manner and make recommendations to the Project Manager as necessary.
- Submit clean sets of plans marked in red for generating corrections on record drawings to be filed with the City upon completion of the project.
- For HSIP Project, the inspector shall conduct site visits to monitor workforce utilization; perform labor compliance interviewing of employees on site, using appropriate forms, in the proper frequency and of the proper work classifications required by governmental authorities.

Task 3. Materials Testing

Materials testing shall be provided by a Caltrans-certified laboratory service as a part of the subject professional services. The Consultant shall ensure that the material testing is completed in accordance with the City's QAP (a copy of the city's QAP is included in Appendix "B" for reference) and the contract specifications and shall perform the following requirements and functions:

- Ensure that all materials testing for the project is scheduled, as required, and that all tests are conducted correctly in accordance with the QAP and the project contract documents.
- Coordinate the review and approval of ARHM, AC and PCC mix designs and provide assistance as requested with respect to qualifying the equipment and process of asphalt concrete and PCC production for the contractor prior to construction.
- Provide requested miscellaneous consultation during the project, including discussions with the contractor, to emphasize proper treatment of asphalt concrete materials.
- Ensure the completion of all compaction tests per plan, specifications and regulation per QAP, LAPM and nuclear compaction testing on the day of paving. A certified soil technician must conduct the on-site testing, and a certified lab must conduct all relative and max testing.
- Ensure completion of all other materials testing as required in the project specifications in accordance with the QAP.
- Confirm all traffic signal poles and any other materials consisting of ferrous metals to be furnished and installed by the contractor are manufactured in the U.S.A. in accordance with federal Buy America requirements.

Task 4. Federal Funding Administration

- Comply with all applicable federal requirements in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) shall apply to this HSIP project.
- Prepare progress invoices for HSIP federal funding reimbursement at least every 6 months using

applicable LAPM Exhibit.

- Submit progress invoices to Caltrans DLAE.
- Prepare and compile final invoice and final report of expenditures using the applicable LAPM Exhibits.
- Submit final invoice and final report of expenditure package to the Caltrans DLAE.

Task 5. Labor Compliance

- Review and update federal labor compliance components of project specifications to ensure adherence to current labor regulations and requirements.
- If applicable, attend pre-bid conference to present general requirements of bid preparation for the project.
- Verify eligibility of selected contractor and its subcontractors to receive contract awards by confirming current, active license status with Contractors State License Board; current registration with California Department of Industrial Relations; current, valid contractor's bond and workers' compensation coverage; non-appearance on Federal List of Parties Excluded and State Division of Labor Standards Enforcement debarment lists.
- Attend preconstruction conference to present federal labor compliance requirements to contractor and subcontractors; prepare minutes and attendance record thereof.
- Verify and document jobsite posting of wage rate information and labor compliance posters.
- Receive and review labor compliance documentation from inspectors and compare with contractor-submitted documents. Monitor contractor-submitted payroll documentation on a continuous basis, including weekly certified payroll reports, fringe benefit statements, apprenticeship documentation, and payroll deduction authorizations.
- Follow up with contractor by telephone, email, and/or certified mail regarding required document submittals and payroll discrepancies and deficiencies. Provide detailed description of alleged deficiencies; outline corrective action to be taken; and enforce regulatory deadlines for compliance.
- Receive, pursue, and document labor complaints; prepare violation reports to oversight agencies as required; recommend special action to be taken if contractor continuously fails to comply with requests and requirements.
- Coordinate with City staff the withholding of progress and/or retention payments if contractor fails to abide by labor compliance requirements.
- Maintain content and format of federal labor compliance file in conformance with applicable government requirements.
- Coordinate project file reviews by authorized county, state, and federal agencies.
- Submit complete federal labor compliance file to City for retention.

SECTION THREE: INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES

The City will provide information in its possession relevant to preparation of required information in this RFP. Prospective proposers are encouraged to review the City's Quality Assurance Program (QAP) contained in (Appendix "B") of this RFP as well as the project plans, specifications, and Construction Contractor's bid schedule, provided as an attachment to this RFP (Attachment "A"). In addition, the City will provide all documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES

Point of Contact: The selected consultant will assume responsibility for all services in its proposal on behalf of the entire project team. The selected consultant shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment for services rendered for this project.

C. REQUEST FOR INFORMATION OR CLARIFICATION

All questions or requested clarification shall be made in writing via e-mail to Kenneth Jones (contact information as noted in Section 4.B of this RFP) by or before the "Deadline for Requests for Information" date noted in Section 3.I of this RFP. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP, as indicated in Section 3.D.

D. ADDENDA

Any changes in this RFP from the date of release to date of submittal of proposals will result in an addendum or amendment. Notification of such addendum or amendment will be made available to all prospective proposers by email notification.

E. PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held.

F. CITY'S RIGHT TO REJECT

The City of San Fernando reserves the right to reject any or all submitted proposals, and no representation is made that any contract will be awarded pursuant to the Request for Proposal. All costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent. The City of San Fernando will provide all documentation specifically referred to herein and will not be responsible for any other cost or obligation that may be incurred by the respondent. All proposals submitted to the City of San Fernando shall become the property of the City.

G. PROTESTS

Bid Protests shall be in accordance with San Fernando Municipal Code Section 2-830.

H. PREVAILING WAGES

Since the subject professional services are being funded with federal funds, the successful consultant will be required to pay the higher of either federal Davis-Bacon or state per diem wages on certain crafts, classifications and trades as listed in the federal or state wage determination which will be utilized in the construction management, inspection and

Contractor Registration Program for Labor Compliance, as necessary. Proposers are encouraged to review Section 1.5 of the attached draft sample Professional Services Agreement included in (Appendix “A”) for specific requirements for the payment of prevailing wage rates as they apply to the subject professional services pertaining to this RFP.

I. AWARD SCHEDULE

Release RFP	April 29, 2024
Deadline to submit questions	May 16, 2024
Responses to RFP questions released	May 20, 2024
Deadline to submit proposals	May 27, 2024
Interviews (if necessary)	June 2024
Consultant selection/ Council award	June 17, 2024
Pre-Construction meeting	July 1, 2024 (Tentative)

J. DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

Due to the federal funding pertaining to the subject professional services, the successful consultant will be required to comply with all DBE requirements for the HSIP portion of the project by utilizing certified DBE firm(s). The City has established a **DBE participation goal of 15%** for the subject professional consulting services. Prospective proposers are encouraged to review Section 4.C.9 of this RFP for more information regarding DBE requirements on this project. In addition, all proposers will be required to complete and submit the Consultant proposal DBE Commitment Form (LAPM Exhibit 10-01) contained in Exhibit “A” with their respective proposals. If prospective proposers are unable to meet the aforementioned DBE participating goal, the proposer will be required to document that he/she has attempted to solicit DBE subconsultants or vendors to participate in the subject professional consulting services by completing the Proposer/Contractor Good Faith Efforts Form (LAPM Exhibit 15-H) contained in Exhibit “A” and submitting with their respective proposals. The successful consultant will be required to complete the Consultant Contract DBE Commitment Form (LAPM Exhibit 10-02) contained in Exhibit “A” and submit upon execution of the professional services agreement. If your firm meets the required DBE participation goal, there will be no need to submit the LAPM Exhibit 15-H form with your proposal.

SECTION FOUR: SUBMITTAL REQUIREMENTS

A. GENERAL

1. Number of Proposal Copies and signature: Three (3) original hard copies signed by a company official with power to bind the company and one (1) digital copy on a flash drive shall be submitted to the City.
2. Deadline: Proposals are due to the City of San Fernando no later than **2:00 p.m. on Monday May 27, 2024.**

B. Proposal Submittal

The Consultant must submit three (3) originals hard copies of the proposal and one (1) digital copy on a flash drive, and the “Fee Proposal” must be submitted in a separate sealed envelope, **by 2:00 p.m., May 27, 2024** to:

City of San Fernando
Public Works Department
117 Macneil Street,
San Fernando, California, 91340

Proposal shall be enclosed and marked clearly with the following information and formatted as follows:

<p>SEALED PROPOSAL FOR:</p> <p>CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE AND MATERIALS TESTING SERVICES FOR THE TRAFFIC SIGNAL MODIFICATIONS- 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT: FEDERAL PROJECT NO. HSIPL-5202(019)</p> <p>IN THE CITY OF SAN FERNANDO</p>

Proposals shall be mailed, hand-delivered or sent by courier service and shall NOT be sent via email or fax. Late proposals will not be accepted.

Consultants who fail to submit a Fee Proposal in a separate sealed envelope will be rejected and disqualified from the selection process.

Questions regarding this Request for Proposals or requests for additional background information may be emailed to Kenneth Jones at Kjones@sfcity.org no later than **5:00 p.m. on Thursday, May 16, 2024.**

C. Proposal Contents

A responsive proposal shall contain the following information in the order listed:

1. Introductory Letter

The letter shall be on Consultant letterhead and include the Consultant’s contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant’s understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The City of San Fernando will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of services will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Services, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Services

Proposal shall include a Scope of Services, which details the consultant's approach towards completing the project, work phases, the tasks to be accomplished and the deliverables to be provided, based upon the requested Scope of Services included in this RFP.

6. QA/QC Plan

Provide QA/QC plan to ensure quality control for the duration of the project which shall include maintaining organization and communication over the entire project team and cost.

7. Schedule of Work

The consultant's schedule shall coincide with the construction schedule for this project, which is 75 working days per the project specifications. Although the actual construction schedule for this project is not yet available, the consultant shall provide a prototypical schedule showing the main construction tasks of a project of this nature with approximate timelines of each task along with key milestone dates.

6. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City of San Fernando that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

1. Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Appendix "A."
2. The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.
3. A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

9. Federal-Aid Provisions

A portion of this project is funded by federal Highway Safety Improvement Program (HSIP) funds and, therefore, shall comply with all Caltrans Local Assistance Procedures Manual (LAPM) and other requirements for a federally-funded project in addition to those of the City of San Fernando.

The following forms, included in Exhibit "A" of this RFP, must be completed in their entirety, signed and included as part of the proposal submittal package unless otherwise indicated:

- Consultant Proposal DBE Commitment (LAPM Exhibit 10-01). **The local agency's current contract DBE Goal is 15%.**
- Consultant Proposal DBE Commitment (LAPM Exhibit 10-02) – not required with proposal

- Consultant Good Faith Effort (LAPM Exhibit 15-H) – **Required only if DBE goal is not achieved.** It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

10. Cost Proposal

The Consultant's fee proposal must be submitted in a separate, sealed envelope. The fee proposal shall be prepared using the sample fee proposal included in Exhibit "B" of this RFP. The fee proposal shall include: a competitive fee which outlines the hours to complete the Scope of Services by task, along with personnel to be involved in the project; with the number of hours by personnel to be assigned by task and hourly rate; as well as the Consultant's direct labor, labor cost, fringe benefits, indirect costs, fee (profit), other direct costs, total other indirect costs and total cost. The fee proposals of the unsuccessful consultant(s) will be returned to said consultant(s) unopened via certified mail at no cost to the consultant.

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

D. Proposal Format

Proposal shall, at a minimum, contain a detailed Scope of Work and be formatted to include the following sections. The basis of consultant selection for this project will be based on the following criteria.

1. Perception Approach

- Project understanding and perception
- Approach to the project including steps to ensure ultimate compliance with objectives of the work, quality and accuracy.

2. Methodology

- Clearly state the methodology to be used in completing the project scope-of-work tasks.
- Provide QA/QC plan to ensure quality control for the duration of the project

3. Key Personnel

This section of the proposal shall be formatted as follows:

- Experience of key personnel, particularly in the areas of managing and inspecting the construction of asphalt and concrete paving, landscaping and irrigation and traffic signal improvements.
- Responsibilities to be assigned
- Subconsultant(s) to be used (if any)
- Resumes of key personnel
- Project organization chart

4. Relevant Experience

The consultant shall include information on similar projects on which similar construction management, materials testing and inspection services were provided. Each sample relevant project shall include the following:

- Title
- Description
- Year completed (or expected if not complete)
- Total cost
- Client/agency name
- Three or more references (include name and contact information)
- Project team staff who worked on the project.

5. Quality/Completeness of Proposal

- Proposal contains all minimum required items and is in the proper format,
- All required forms contained in Exhibits "A" and "B" and addenda (if any) have been completed, signed and submitted with proposal.

6. Budget

- Include a not-to-exceed fee for all work to be completed **in a separate, sealed envelope**. The fee summary shall be prepared as specified in (Section 4.C.10 Cost Proposal) of this RFP.

SECTION FIVE: PROPOSAL REVIEW

A. EVALUATION AND RATING

The criteria for evaluating the proposals submitted will take the following items into consideration and weighted as shown:

- | | |
|---|-----|
| • Understanding of project goals and objectives | 25% |
| • Experience with similar projects | 35% |
| • Qualifications of project team members techniques | 25% |
| • Familiarity with state and federal procedures of services | 15% |

The City will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.

Following the evaluation of the proposals, fee negotiations may begin with the highest-ranked proposer. The fee proposal of the highest-ranked proposer will be opened and the fee of the proposer may be negotiated. Should negotiations fail or result in a fee that the City does not consider fair and reasonable based on an independent cost estimate completed for this project by the city, negotiations will be formally terminated and the City will then open the fee proposal of the second highest-ranked proposer and subsequently undertake negotiations with said proposer. If negotiations with the second highest-ranked proposer are not successful, the City will open the fee proposal and undertake negotiations with the third highest-ranked proposer, and so on, until the fee is determined to be fair and reasonable by the City and in-line with the independent cost estimate.

B. SELECTION AND INTERVIEWS

The City may conduct interviews of the three top-ranked proposers. The City will recommend award of the project to the proposer who will best suit the City's needs for this project. The City reserves the right to begin negotiations and enter into an agreement without interviews or further discussions.

The City will not award a contract to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

SECTION SIX: AWARD OF PROJECT

Following the evaluation and rating of the proposals by the proposal review committee, the Director of Public Works/ City Engineer will recommend award of the project to the proposer providing the best quality and value to the City. A purchase order will then be issued to the selected firm.

SECTION SEVEN: IMPLEMENTATION

A. NOTICE TO PROCEED

A formal written Notice to Proceed (NTP) will be issued to the successful consultant after the purchase order has been issued. Before a purchase order can be issued, however, the consultant's insurance must be approved by the City and business license must be obtained by the consultant (if not already acquired).

B. PRE-CON MEETING

The successful consultant along with the construction manager and inspector(s) to be assigned to the project will be required to conduct the pre-construction meeting along with the contractor, City Engineer, Project Manager and other project stake holders to discuss the specifics of the project.

SECTION EIGHT: PUBLIC RECORDS

All responses to the RFP shall become the property of the City of San Fernando and proposals will become public record after the award of the project. Proposer information identified as proprietary information shall be maintained confidential to the extent allowed under the California Public Records Act.

Appendix “A”

Sample Professional Services Agreement



2024

PROFESSIONAL SERVICES AGREEMENT

**CONSTRUCTION MANAGEMENT, INSPECTIONS, LABOR COMPLIANCE AND MATERIAL TESTING SERVICES
(CONSULTANT)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this ____ day of _____, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and **CONSULTANT**, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires construction management, inspection, labor compliance and material testing services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of _____, 2024 under Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.

ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of the CITY entitled "REQUEST FOR PROPOSALS: **Construction Management, Inspection, Labor Compliance and Material Testing Services Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)**", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Proposal for- **Construction Management, Inspection, Labor Compliance and Material Testing Services Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)**" (hereinafter, the "CONSULTANT Proposal") dated **DATE OF PROPOSAL**. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"**

respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT PROPOSAL, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.2 **PROSECUTION OF WORK:**

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before **COMPLETION DATE** (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

- ## 1.3 **COMPENSATION:**
- CONSULTANT shall perform the Work in accordance with "Cost Proposal" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of **INSERT WRITTEN AMOUNT (\$ INSERT NUMBER)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-

to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION:** Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 PREVAILING WAGES:** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- 1.6 ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY

immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE:** The CITY hereby designates **INSERT CITY REPRESENTATIVE** (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates **INSERT CONSULTANT REPRESENTATIVE**, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:**

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and

subject to the approval of the CITY's authorized representative;

- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 SUBSTITUTION OF KEY PERSONNEL:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: **[INSERT NAME AND TITLE]**.
- 2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.
- 2.9 COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.
- 2.10 FEDERAL PROVISIONS:** When funding for the Services is provided, in whole or in part, by an agency of the federal government, CONSULTANT shall also fully and adequately comply with the provisions included in **Exhibit "C"** (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.
- 2.11 NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
- 2.12 INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY’s elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best’s Insurance Guide, have an A.M. Best’s rating of no less than

A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- 3.6 VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it will furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf, and will be on forms provided by the CITY if requested. All certificates of insurance and endorsements will be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any Work. Upon CITY's written request, CONSULTANT will also provide CITY with certified copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE:** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES:** CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

- 4.1** The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.
- 4.2** To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3** CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article, or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.
- 4.4** The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5** CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations

from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

4.8 Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the

obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

- 4.11** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.12** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.13** As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.

TERMINATION

- 5.1** **TERMINATION WITHOUT CAUSE:** CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1, below, and other information of any kind

prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, will operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C, below, or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the Event of Default within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of

Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute

a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term “Documents and Data” means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY’s name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

INSERT CONSULTANT NAME

INSERT ADDRESS

Attn: INSERT CONTACT NAME

Phone: INSERT PHONE NUMBER

CITY:

City of San Fernando

117 Macneil Street

San Fernando, CA 91340

Attn: Public Works

Phone: (818) 898-1222

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS:** The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING:** CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE:** This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the

Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

- 6.11 ATTORNEYS' FEES:** If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS:** This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT:** There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT:** This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements,

whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF SAN FERNANDO

CONSULTANT NAME:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

EXHIBIT "A"
CITY REQUEST FOR PROPOSAL

EXHIBIT "B"
CONSULTANT PROPOSAL

EXHIBIT "C"
FEDERAL REQUIREMENTS

Appendix “B”

Quality Assurance Program

THE CITY OF SAN FERNANDO

CITY OF SAN FERNANDO QUALITY ASSURANCE PROGRAM (QAP)

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CITY OF SAN FERNANDO

QUALITY ASSURANCE PROGRAM (QAP)

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequently if there are changes of the testing frequencies or to the tests themselves.

DEFINITION OF TERMS

To accomplish the above stated purpose, the following terms and definitions will be used:

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.
- Caltrans Materials Engineering and Testing Services (MET) – Performs IA services for local agencies with Federal-aid projects off the NHS (When Available)
- Proficiency Test – At least once during each calendar year, the IA person should conduct a confirmation test of each Acceptance Test, with a representative sample of soil or aggregate, to verify that the AT tester is proficient in performing the applicable test.

MATERIALS LABORATORY

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures. Examples of a laboratory accreditation letter and certificate of proficiency are provided in Attachments #1 and #2 to this document.

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.
3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications. Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications. **On all federal aid projects, the testers shall use California Test Methods.** Sample locations and frequencies shall be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment #3 "Testing Frequencies" attached at the end of this document. A list of construction items for which a Certificate of Compliance will be accepted in lieu of Acceptance Testing being performed is provided in Attachment #4. Sample Certificates of Compliance are provided in Attachments #5.1 and 5.2.

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated. IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT. IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests. Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling. When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

At a minimum, acceptance testing reports shall include the project name, date of test, location of test, material tested, test method, contract compliance range, test result, and name of certified tester. A sample "Acceptance Testing Record" is provided in Attachment #6 to this document.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request", see Exhibit 16-W of the LAPM, to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment #6 to this document. All certificates of compliance shall conform to the requirements of the contract specifications, for examples see Attachment #6 to this document. Should the Agency request Caltrans to conduct the source inspection, and the request is accepted, all

sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION


Upon completion of a Federal-aid project, a "Materials Certificate" (LAPM Exhibit 17-G) shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. For an example, see Attachment #7 to this document.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.3 "Maintaining Project Records" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary," as shown in Attachment #5 to this document, facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing. An Example Log Summary is provided in Attachment #8 to this document.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY: 
(Signature)

71932 – 12/31/2023
(CE# and Expiration Date)

NAME: Matthew Baumgardner, PE

DATE: 12/13/22

TITLE: Director of Public Works





Attachment #1 - Example of a Laboratory Accreditation Letter

This is to certify that on August 10, 2007, I inspected the City of Maintown's testing laboratory at 1500 Main Street, Maintown, California. I hereby certify that this laboratory is accredited to perform acceptance testing for all City of Maintown projects from August 10, 2007 to August 10, 2008.

The laboratory samplers and testers all had current Certificates of Proficiency records. The laboratory was clean and equipped with adequate safety items (a plastic shield on their compression machine, a nearby emergency shower, two fire extinguishers and a first-aid kit). All testing equipment inspected conformed to the requirements noted in their updated California Test manual. In addition, calibration stickers were firmly affixed to all scales and testing equipment. All calibration stickers had dates on or after July 1, 2007.

The laboratory also had a QAP that was approved by the City of Maintown in 2007. The City of Maintown regularly participates in Caltrans Reference Samples Program and achieved ratings of 3 (or better) on the tests they normally perform.

Printed Name of IA Person: Mary Harrington
City of Maintown

Signature of IA Person: Mary Harrington

Date Signed: August 10, 2007



Attachment #2 - Example of a Certificate of Proficiency (Acceptance Sampler and Tester)

This is to certify that Harry J. Jones is a consultant for XYZ Construction Company in Midtown, CA. He has been evaluated by the City of Midtown and is shown to be fully qualified to perform the following tests:

<u>Standard Test Method</u>	<u>Date Certified</u>	<u>Recertification Date</u>
CT 125 – Sampling Materials	4/07	4/10
CT 202 – Sieve Analysis	4/07	4/10
CT 217 – Sand Equivalent	4/07	4/10
CT 227 – Cleanness Value	4/07	4/10
CT 375 – Relative Compaction (AC)	4/07	4/10
CT 504 – Air Content (PCC)	4/07	4/10
CT 518 – Unit Weight (PCC)	4/07	4/10
CT 533 – Penetration (PCC)	4/07	4/10

Issued By: Mary Harrington
(Printed Name)
IA Person for the City of Midtown

Signed By: Mary Harrington
(Signature)
IA Person for the City of Midtown

Date Issued: April 15, 2007
(Date)

Note: This certificate is valid until April 15, 2010, provided the acceptance sampler and tester successfully:

1. Maintains test equipment in good working condition and has current calibration stickers.
2. Passes all witness tests, and
3. Achieves acceptable split sample test results, as noted in the City of Midtown's approved QAP.

Attachment #3 - Testing Frequencies

Sampling and Testing Frequency Table for projects OFF the SHS			
EARTHWORK AND SUBGRADE			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Moisture Content	CTM 226	Per material type, as needed	Project Site, Lab Test
Maximum Density and Relative Compaction	CTM 216/231	1 minimum test per 5,000 square feet under vehicle traveled way and shoulder, minimum of two per day 1 minimum test for 300 linear foot under sidewalk, minimum of two per day	Top 8" of Subgrade Random locations as determined by the Engineer in place after compaction.
AGGREGATE BASES AND SUBBASES, IMPORTED BORROW			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CTM 202	1 minimum test per material source (on Projects with 500 cubic yards, or more)	Sample from site stockpile/plant prior
R-Value	CTM 301		
Sand Equivalent	CTM 217		
Maximum Density and Relative Compaction	CTM 216/231	1 minimum test per 5,000 square feet, minimum of 2 per day	Random locations as determined by the Engineer in place after compaction.
STRUCTURE BACKFILL, SELECT BACKFILL			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CTM 202	1 minimum test per material source	Sample from site stockpile/plant prior
R-Value	CTM 301		
Sand Equivalent	CTM 217		
Maximum Density and Relative Compaction	CTM 216/231	1 minimum test per 2 vertical lifts of placement	Random locations as determined by the Engineer in place after compaction.
PORTLAND CEMENT CONCRETE*			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CTM 533	1 per mix design	Sample from Truck/Project Site
Compressive Strength	CTM 539/540	1 set per mix design	
Air Content	CTM 504	Once per Project per mix design (on Projects with 500 cubic yards, or more)	
Unit Weight	CTM 518	Once per Project per mix design (on Projects with 500 cubic yards, or more)	

*For mixes 3,000 psi or greater testing shall be as specified by this table. Concrete mixes under 3,000 psi will comply by submitting a certificate of compliance.

Attachment #3 - Testing Frequencies (continued)

PORTLAND CEMENT CONCRETE (PCC) – STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS			
COARSE AGGREGATE			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleanness Value	CT 227		
FINE AGGREGATE			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		
WET MIX			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders/Compressive Strength	CT 539/540	1 min. set of 5 per day per mix; If bridge, 1 min. set per separate pour of abutment/pier/deck.	
SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/231	1 min. test per 5,000 sq ft under vehicle traveled way and shoulder. 1 min. test Per 300 linear foot under sidewalk. With approval from the Engineer, technician/inspector may verify firm and unyielding conditions with a probe in lieu of testing.	Random locations as determined by the Engineer in place after compaction.
CEMENT TREATMENT			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Gradation Of Pulverized Material	ASTM C136	1 per day	Project Site, Lab Test
Density and Moisture Relationship	ASTM D1557	Per material type, as needed	Project Site
Relative Compaction	ASTM D1556 or D6938	1 test per lane per 250 feet	Random Sampling per ASTM D3665
Moisture Content	ASTM D1556 or D6938	1 test per lane per 250 feet	Random Sampling per ASTM D3665
Thickness	ASTM C174	Periodically	Surface
Cement Application	Pan Test	Periodically	Surface

Attachment #3 - Testing Frequencies (continued)

HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve Analysis)	CTM 202	Once per day for the first two consecutive days of paving during production and placement of at least 300 tons per day. Once acceptance testing confirms conformity to the specifications, additional consecutive days of paving will not require more testing, unless directed by the Engineer.	At Plant Per CT 125 (a)
Sand Equivalent	CTM 217		
Asphalt Binder Content	CTM 382		Loose Mix Behind Paver Per CT 125
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b)	1 test per every 10,000 square feet (minimum of two per day), or as directed by the Engineer. (b)	Random Locations Per CT 375 (c)
	CTM 375 or ASTM D2950		
Theoretical Maximum Specific Gravity and Density (Rice)	CTM 309	Once per Project	Plant/Lab Test
HMA Moisture Content	CTM 226 or CTM 370	1 per day during production/placement of at least 300 tons per day	Loose Mix Behind Paver Per CT 125
Stabilometer Value	CTM 366		
Smoothness	10-foot straightedge	As necessary to confirm contract compliance.	Final Pavement Surface
ASPHALT RUBBER HOT MIX (ARHM)			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Gradation	CTM 202	Once per day for the first two consecutive days of paving during production and placement of at least 300 tons per day. Once acceptance testing confirms conformity to the specifications, additional consecutive days of paving will not require more testing, unless directed by the Engineer.	Plant
Binder Content	CTM 382	Once per day for the first two consecutive days of paving during production and placement of at least 300 tons per day. Once acceptance testing confirms conformity to the specifications, additional consecutive days of paving will not require more testing, unless directed by the Engineer.	Plant
Air Voids	CTM 367	Once per Project	Plant/Lab Test
Stabilometer Value (d)	CTM 304/366	Once per Project	Plant/Lab Test
Smoothness	10-foot straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

Attachment #3 - Testing Frequencies (continued)

ASPHALT RUBBER HOT MIX (ARHM) - CONTINUED			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Theoretical Maximum Specific Gravity and Density (Rice)	CTM 309/375	Once per Project	Plant/Lab Test
Gauge Correlation	CTM 304/375	Once per Project	Project Site
Nuclear Gauge Relative Compaction	CTM 304/375	1 test per every 5,000 square feet (minimum of two per day), or as directed by the Engineer. (b)	Project Site

- (a) Exact tonnage of sample location to be determined by Random Sampling Plans
- (b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test
- (c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test
- (d) Report the average of 3 tested briquettes from a single split source

Attachment #4 - Construction Material Accepted By Certificate Of Compliance

Lot numbers shall be identified on the certificate for materials that are previously manufactured. Such materials shipped to the project shall have identifying lot numbers on documentation with the shipment such that correspondence can be easily established. Records establishing proper correspondence must be maintained for project construction files.

Certificates of Compliance will be accepted in lieu of testing for the following manufactured materials:

- Portland Cement, Mineral Admixtures, and Chemical Admixtures
- Concrete Fine Aggregate (Sand Equivalent)
- Concrete Coarse Aggregate (Cleanness Value)
- Aggregate Base
- Minor Concrete (less than 3,000 psi 28-day compressive strength)
- Paving Asphalt (oil)
- Liquid Asphalt
- Asphaltic Emulsions
- Latex
- Hot Mix Asphalt (Quantities Less than 10 tons)
- Crumb Rubber Modifier
- Soil Amendment
- Fiber
- Mulch
- Stabilizing Emulsion
- Plastic Pipe
- Cement
- Fly Ash
- Pozzolans
- Lime
- Joint Sealant
- Curing Compound
- Reinforcing Steel
- Structural Timber and Lumber
- Treated Timber and Lumber
- Timber and Lumber
- Culvert and Drainage Pipe Joints
- Reinforced Concrete Pipe
- Corrugated Steel Pipe and Corrugated Steel Pipe Arches
- Structural Metal Plate Pipe Arches and Pipe Arches
- Perforated Steel Pipe
- Polyvinyl Chloride Pipe, Polypropylene Pipe, and Polyethylene Tubing
- Materials Used in Sewers
- Engineering Geosynthetics
- Structural Steel Products, Rivets, Bolts, Pins
- Structural Aluminum Products
- Gray Iron and Ductile Iron Castings
- Gray Cast Iron Castings
- Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
- Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
- Metal Target Plates
- Electrical Conductors
- Electrical Components
- Waterstop
- Striping Materials (Traffic Paint, Thermoplastic, Markers, Glass Beads)
- Precast Reinforced Concrete Boxes
- LED Signal Modules
- LED Pedestrian Signal Modules



Attachment #5.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 VENDOR'S CERTIFICATE OF COMPLIANCE
 MR-0543 (REV. 5/03) #CT-7541-0020-2

PRECAST CONCRETE PRODUCTS OR SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:	
CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>
TYPE <u>II MODIFIED</u>	
CHEMICAL ADMIXTURE	
1. BRAND <u>ABC ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>
TYPE <u>WATER REDUCER</u>	
2. BRAND	MANUFACTURER
TYPE	

CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE	
MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>

CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

DELIVERY DATE (Ready-Mix) <u>7/7/07</u>	DATES OF FABRICATION (Precast)
--	--------------------------------

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and fin. h. of pipe, etc., delivery slip numbers for ready-mix.)

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS <u>A.E.B. READY MIX</u>
--

By: AUTHORIZED REPRESENTATIVE SIGNATURE
Joe Anderson



Attachment #5.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement

Supplied by ABC Cement Company complies with all
requirements for Type II Portland Cement when tested in
accordance with ASTM C - 494.

Local Agency Project No.

HP21L - 5055 - 111

Albert Howakowa

Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07



Attachment #6 - Example of an Acceptance Testing Record

Material Tested: Fresh Concrete

Location of Test: Station 100 + 50 (50 feet right of centerline)

Type of Work: Retaining Wall Foundation

Date	Test Number	Description of Test	Test Results	Specification
07/07/07	CT 504	Air Content	4.2%	4.0% Minimum
07/07/07	CT 533	Ball Penetration	1.5 in.	0.5 to 2.0 in.

Printed Name of Acceptance Tester: Bill Johnson

Company: ABC Engineering Company (Middletown, CA)

Date: 07/07/07

Note: An air content test was recommended because the foundation elevation was over 5,000 feet.



**Attachment #7 - Examples of Materials Certificates/Exceptions
 (Signed by the Resident Engineer at the Completion
 of the Project)**

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling

and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders
 Resident Engineer (Print Name)

Bill Sanders
 Resident Engineer (Signature)

7/7/07
 (Date)

Note: The signed original of this certificate is placed in the Resident Engineer’s project files and one copy is mailed to the DLAE and filed under “Report of Expenditures.”

See the attachment (next page)



Attachment #8 - Example of a Log Summary Sheet

Subgrade Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
5/15/07	231	1+ 00 (30' L)	99.00	93	90 or greater	Passed	N/A
5/16/07	231	1+ 50 (20' R)	100.50	94	90 or greater	Passed	N/A
5/17/07	231	2+ 25 (25' R)	101.00	96	90 or greater	Passed	N/A
5/18/07	231	1+ 50 (30' L)	101.50	95	95 or greater	Passed	N/A
5/19/07	231	2+ 50 (20' L)	102.00	92 *	95 or greater	Failed	See Note 1
5/19/07	231	2+ 50 (20' L)	102.00	95	95 or greater	Passed	N/A

CT 231 = Compaction (Nuclear Gage)

* Note 1: The Contractor used a water tank to dampen the soil surface at the failed subgrade location. Using a sheep's foot compactor, he reworked the subgrade (making at least 10 passes) from Station 2+ 00 to Station 3+ 00. After approximately 30 minutes, another compaction test was taken. This time the relative compaction was 95.

Aggregates and Base Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
6/20/07	202	1+ 00 (10' R)	102.50	See data sheet	See data sheet	Passed	N/A
6/20/07	202	2+ 00 (20' L)	102.50	See data sheet	See data sheet	Passed	N/A
6/22/07	217	1+ 00 (10' R)	102.50	75	25 or greater	Passed	N/A
6/22/07	217	2+ 00 (20' L)	102.50	83	25 or greater	Passed	N/A
6/20/07	227	1+ 00 (20' R)	102.50	86	71 or greater	Passed	N/A
6/20/07	227	1+ 50 (20' L)	102.50	85	71 or greater	Passed	N/A
6/24/07	231	2+ 00 (20' R)	102.50	98	95 or greater	Passed	N/A
6/24/07	231	2+ 50 (20' L)	102.50	97	95 or greater	Passed	N/A

CT 202 = Sieve Analysis, CT 217 = Sand Equivalent, CT 227 = Cleanness Value,
 CT 231 = Compaction (Nuclear Gage)



Attachment #8 (continued)

Hot Mix Asphalt

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
7/10/07	339	1+ 00 (10' R)	103.00	0.08 gal/ sq yd	0.05 -0.10 gal/sq yd	Passed	N/A
7/10/07	366	2+ 00 (20' L)	103.00	32	>23	Passed	N/A
7/10/07	366	1+ 00 (10' R)	103.00	41	>23	Passed	N/A
7/10/07	375	2+ 00 (20' L)	103.00	94	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 00 (20' R)	103.00	96	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 50 (20' L)	103.00	95	RC = 93 to 97	Passed	N/A

CT 339 = Distributor Spread Rate, CT 366 = Stabilometer Value
 CT 375 = In-Place Density & Relative Compaction

Portland Cement Concrete

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
9/25/07	504	10+ 50 (50' R)	102.50	6.5%	>6.0%	Passed	N/A
9/25/07	533	12+ 50 (50' R)	102.50	1.5"	<2"	Passed	N/A
9/25/07	518	11+ 50 (50' R)	102.50	151 lb/cu ft	> 145 lb/cu ft	Passed	N/A
9/25/07	521	10+ 50 (50' R)	102.50	28 day = 4200 psi	>3800 psi	Passed	N/A
9/28/07	521	11+ 50 (50' R)	102.50	28 day = 4290 psi	>3800 psi	Passed	N/A
9/30/07	521	12+ 50 (50' R)	102.50	28 day = 4160 psi	>3800 psi	Passed	N/A

CT 504 = Air Content, CT 518 = Unit Weight, CT 521 = Compressive Strength,
 CT 533 = Ball Penetration



Attachment #8 (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders
 Resident Engineer (Print Name)

Bill Sanders
 Resident Engineer (Signature)

July 4, 2007
 Date

EXHIBIT "A"
FEDERAL REQUIREMENTS

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

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

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 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 **meeting** the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant’s executed consultant contract**. 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 Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

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

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ _____ Consultant's Ranking after Evaluation: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
_____ 21. Local Agency Representative's Signature 22. Date			
_____ 23. Local Agency Representative's Name 24. Phone			
_____ 25. Local Agency Representative's Title			

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

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

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

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

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

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

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____ for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or 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.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- 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):

Publications	Dates of Advertisement

- 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.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- 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 (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, 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.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
		<p>Authorized for Local Reproduction Standard Form - LLL</p>
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

EXHIBIT "B"
COMPENSATION

Exhibit "B"

Sample Fee Proposal

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

TASK / CLASSIFICATION	Construction Manager	Construction Inspector	Labor Compliance Officer	Federal Funding Admin	Materials Testing	TOTAL COST
HOURLY RATE	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
Preconstruction Services						
Construction Services						
Post Construction Services						
TOTALS						

LABOR COST

- a) Subtotal Direct Labor Costs \$ _____
- b) Anticipated Salary Increases (see page 2 for sample) \$ _____
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____

FRINGE BENEFITS

- d) Fringe Benefits (Rate:_%)
- e) **TOTAL FRINGE BENEFITS** [(c) x (d)] \$ _____

INDIRECT COSTS

- f) Overhead (Rate:_____%)
- g) Overhead [(c) x (f)] \$ _____
- h) General and Administrative
- i) Gen & Admin (c) x (h) \$ _____
(Rate:_%)
- j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ _____

FEE (Profit)

- q) (Rate: %)
- k) **TOTAL FIXED PROFIT** [(c) + (j) x (q)] \$ _____

OTHER DIRECT COSTS (ODC)

- | Description | Unit(s) | Unit Cost | Total |
|---|---------|-----------|----------|
| l) Travel/Mileage Costs (supported by consultant actual costs) | _____ | \$ _____ | \$ _____ |
| m) Equipment Rental and Supplies (itemize) | _____ | \$ _____ | \$ _____ |
| n) Permit Fees (itemize), Plan Sheets (each), Test Holes (each), etc. | _____ | \$ _____ | \$ _____ |
| o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant \$ _____ \$ _____ estimate for each subconsultant) | | | |
| p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)] | | \$ _____ | |

TOTAL COST [(c) + (j) + (k) + (p)] \$ _____

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
 - ODC items should be based on actual costs and supported by historical data and other documentation.
 - ODC items that would be considered “tools of the same trade” are not reimbursable.
 - ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
 - ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
-

SAMPLE COST PROPOSAL 2

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

Project No. _____ Contract No. _____ **Contract Amount \$** _____ **Date** _____

For Combined Rate	Fringe Benefit % + General & Administrative %	=	Combined ICR%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%
		Fee	= %

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____
Signature: _____ Date of Certification (mm/dd/yyyy): _____
Email: _____ Phone Number: _____
Address: _____

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract: