



CITY OF LARKSPUR

REQUEST FOR PROPOSAL

CONSTRUCTION ENGINEERING / MANAGEMENT FOR ALEXANDER BRIDGE SEISMIC RETROFIT AND REHABILITATION

CITY PROJECT NO. 900-2008-010-240-001
FEDERAL-AID PROJECT NO. STPLZ 5166(004)

October, 2012

Submit proposal to:

The City Clerk
400 Magnolia Avenue
Larkspur, CA 94939

PROPOSALS DUE BY 2:00 PM, Thursday, October 18, 2012

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CONSTRUCTION ENGINEERING / MANAGEMENT FOR ALEXANDER BRIDGE REPLACEMENT

INTRODUCTION

The City of Larkspur Public Works Department is seeking sealed proposals from qualified firms to provide construction management services for the rehabilitation (seismic retrofit) of the historic Alexander Bridge over abandoned NWPRR ROW, Bridge No. 27C0150. This project is part of the Highway Bridge Program (HBP), administered by Caltrans Local Assistance.

This project requires a full-service Consultant with the ability to deliver a wide range of services including, but not limited to: the coordination of environmental mitigation monitoring and protection, project inspection, quality control, materials testing, safety, claims mitigation, document control, construction management and constructability review. Consultant should have strong general bridge and civil engineering construction management skills, depth of resources, and sensitivity to local and regulatory issues, along with knowledge of the City/County Standards, Marin County Stormwater Management Regulations, Caltrans design procedures, Caltrans Standard Plans and Specifications, bridge construction, and state and federal regulatory requirements.

Direct all inquiries regarding this RFP to the contact person named below. Do not contact any other City staff. Information provided by other than the below contact should be considered invalid, and proposals which are submitted in accordance with such information may be declared non-responsive.

Hamid R. Shamsapour
Director of Public Works/City Engineer
City of Larkspur
400 Magnolia Avenue
Larkspur, CA 94939
hshamsapour@cityoflarkspur.org

In the event that it becomes necessary to revise any part of this RFP, a written addendum will be issued. Any amendment to this RFP is valid only if in writing and issued by City of Larkspur.

All addenda for this RFP will be distributed via email to all contact persons of the firms that have requested copies of the RFP and/or via the City's website: <http://www.cityoflarkspur.org>

It is recommended that all who are planning to submit a proposal should monitor this website for any addenda to this RFP.

Failure of proposer to receive addenda, whether by email or from the website, shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

As this is a federally-funded project, bidders will be required to comply with Caltrans Disadvantaged Business Enterprise (DBE) requirements (see Exhibit V – DISADVANTAGED BUSINESS ENTERPRISE INFORMATION).

The City of Larkspur established a DBE goal of 4.7% for this request for proposals.

A “Local Agency Proposer DBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be submitted with the proposals. 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.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form is included in this Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

A “DBE Information – Good Faith Efforts” (Exhibit 15-H) form is included in this Request for Proposal. All proposers should submit this exhibit to document adequate good faith efforts. When completing this form please take note and allow enough time to complete the listed items A through H.

DESCRIPTION OF PROJECT

The project includes the rehabilitation (seismic retrofit) of an existing 29’ wide, 163’ long concrete slab/arch bridge (See Exhibit II in the appendix). The bridge will be retrofitted for seismic performance and repaired to ensure it will function properly during a seismic event. The retrofit and repair will include the following components:

- **Abutment retrofit:** This work will be performed at both approaches to the bridge and will include excavation of the approach roadway behind the existing abutment and construction of concrete abutment restraints below the roadway surface. The maximum depth of excavation at the abutments would be about eight feet. After construction of the restraints, backfill material would be placed over the restraints up to the roadway surface.
- **Construction of an infill wall:** The low clearance makes construction access to bent 2 (see Figure 4) on the west side of the bridge difficult. Therefore, an infill wall would be constructed connecting the individual columns.
- **Jacket columns and caps:** The remaining bridge columns at each bent will be jacketed with approximately nine inches of concrete from the top of the bridge footings to the bottom of the soffits. To reach the top of each footing, excavations less than two feet deep will be undertaken at each column location. The pier caps will also receive a jacket similar to the columns.
- **Continuation of repairs:** To arrest the degradation of the bridge deck, arches, barrier rails, and walls, localized repairs such as minor concrete chipping, cleaning of existing reinforcements, sealing of concrete, and additional patching will be performed at locations showing signs of cracking or spalling, as has been done in the past.

All restoration and repair work will be conducted in accordance with the *National Park Service, U.S. Department of Interior, Preservation Brief 15: Preservation of Historic Concrete* (Gaudett and Slaton 2007).

Construction of the project is expected to take approximately eight to 12 months depending on weather conditions and the extent of repairs needed on the bridge.

The bridge shall remain open to traffic during the duration of construction period, except for a planned closure for approximately two months during the summer while work is being conducted on the bridge deck. During closure of the bridge, all traffic would be detoured to the south to Redwood and Willow Avenues. In addition, the pedestrian/multi-use path below the bridge shall remain open during construction, except for limited closures for erection and removal of falsework and pedestrian protection enclosure.

The primary construction staging area shall be located on and along Alexander Avenue, with a secondary construction staging area along Holcomb Avenue. Parking on Holcomb Avenue may be eliminated temporarily to allow through traffic to be maintained during construction. Any parking restrictions will require the written approval of the director of public works.

Public access to the City of Larkspur's multi-use path (the path is owned by Marin County and maintained by the City) shall be maintained during construction. Temporary wooden pedestrian protective falsework shall be placed over the multi-use path during construction on the underside of the bridge to protect users of the path from falling construction debris.

The construction pre-bid meeting is currently scheduled for Thursday, 10/25/12, which is two days after the contractor for Construction Management is selected. The City would expect that the selected CM company will have a representative at the meeting to answer questions. The actual bridge replacement project is scheduled to begin construction in January 2013.

Exhibit I (attached at the end of the RFP) shows the location of the project.

SCOPE OF WORK

The Consultant shall be responsible for providing services during pre-construction, construction and post-construction of the project. The Consultant's Resident Engineer shall be actively involved in all management tasks.

The Consultant will provide a Resident Engineer (hereinafter referred to as RE), registered in California as a Professional Engineer (PE), to perform a wide range of services including but not limited to: administration, project inspection, quality assurance, materials testing, safety, claims mitigation, document control, labor compliance, progress pay estimates & status of funds, DBE records, and construction management during the period of construction of the Alexander Bridge replacement. RE having past experience on seismic retrofit and rehabilitation/repair of historic concrete bridges is highly desirable.

The City will be providing one or more Designated Biologists (DB) to oversee environmental mitigation measures pursuant to the regulatory requirements of the project. This work includes monitoring construction and other activities to protect regulated species that may be harmed during construction activities. The duties of the Designated Biologist(s) are also expected to include, but not be limited to, the environmental mitigation and monitoring measures outlined below:

- Preconstruction surveys for presence of bats, nesting raptors and migratory birds as prescribed in the Streambed Alteration Agreement and contract special provisions
- Construction Personnel training for species identification and construction avoidance and minimization measures
- Reporting of any mitigation measures undertaken as required by regulatory agencies

The following documents are available on the City of Larkspur website:

Section 401 Water Quality Certification – RWQCB
1600 Streambed Alteration Agreement – CDF&G
Section 404 Nationwide Permit 14 (Linear Crossings) (non-notifying) – ACOE

PROJECT TASKS:

Task 1: Pre-Construction Services

The Consultant shall be responsible for providing construction engineering/management services during pre-construction. The Consultant's Resident Engineer shall be actively involved in the following pre-construction management tasks:

Scope of Services (including but not limited to):

- Prepare/coordinate Local Assistance Procedures Manual (LAPM) submittals to Caltrans as necessary
- Conduct the pre-construction conference
- Coordinate with utility companies
- Develop a Public Outreach Program
 - Issue project status updates via a monthly newsletter, webpage, or other appropriate community notification method

Task 2: Construction Services

The Consultant shall be responsible for providing construction engineering/management services during construction throughout the duration of the project. The Consultant's Resident Engineer shall be actively involved in all construction management tasks.

Scope of Services:

- **Project Management**, including:
 - Schedule Preparation shall be submitted to the City utilizing MS Project Schedule (to be coordinated with Contractor's schedule)
 - Schedule Evaluation (actual vs. planned)
 - Record Management
 - Site Coordination between Contractor and City Staff and Utility Companies
 - Construction Task Order (CTO) management, including cost tracking and estimated vs. actual expenditures
 - Communication with Contractor, City staff, and others including the property owners near the project site
 - Preparation and submittal of monthly Construction progress report, and payment request.

- The monthly progress report shall be due on the first (1st) of the month and shall contain at a minimum:
 1. Overview of work accomplished during the previous month.
 2. Overview of work to be accomplished the following month.
 3. Updated schedule. This shall be based on Contractor's schedule.
 4. Contractor work progress and completion percentage in a summary form and graphs.
 5. Problem areas, if any, with proposed corrective actions.
 6. Outstanding issues with deadline-to-resolve-by date.
 7. Bar graph comparing monthly invoiced amount and cumulative billings with total authorized construction management budget.

- **Construction Contract Administration**, including:
 - Review of contract documents at 100% completion for familiarity with project plans and specifications
 - Participation in conferences
 - Coordination of site meetings with the Contractor and City Staff/Consultants, and preparation and distribution of meeting agenda and minutes
 - Reviewing working days, contract time and documenting time extensions. Documentation similar to the Caltrans Local Assistance Procedures Manual (LAPM) Exhibit 16-A, "Weekly Statement of Working Days" will be required in the project file
 - Maintaining a daily inspector's report system that records the hours worked by laborer and equipment. Detail must be sufficient to permit the review of the contractor's costs of the work in a manner similar to force account. Equipment must be identified sufficiently to enable determination of the applicable rental rates and operator's minimum wage. The narrative portion of the report shall include a description of the Contractor's operation and location of work and any other pertinent information. An example of the daily report forms can be found in the Caltrans *Construction Manual*.
 - Enforcing Labor Compliance by preparing daily reports with required information, monitoring Certified Payrolls and doing spot check labor surveys and interviews
 - Maintaining well organized photographic/video records
 - Monitoring construction schedules throughout the course of construction
 - Tracking subcontractors' work. Ensuring contractor submits written request prior to substituting a subcontractor
 - Review of Contractor's contract execution for compliance with Contract Documents requirements, including but not limited to certified payroll, labor compliance, DBE participation and subcontractor utilization, etc.
 - Review of project environmental documentation to ensure familiarity with all regulatory permits and mitigation measures
 - Review of Contractor's submittals for compliance with Contract Documents
 - Review of Contractor's request for information and either provide information from Contract Documents upon City approval back to the Contractor or route request to City for resolution by Design Engineer
 - Completion of weekly working day statement
 - Review of Contractor's pay requests and recommendations to City as to acceptability of request

- Communication with Contractor regarding acceptability of work.
- **Project Change Control**, including:
 - Review and evaluation of contract change order requests and submittals
 - Contract change order coordination between Contractor and City
 - Investigation and inspection of site conditions that differ from those described in the Contract Documents
 - Review of submittals in support of claims and disputes, and recommendations for resolution thereof
- **Field Inspection**, including:
 - Performing field inspection and other quality control activities including necessary materials testing
 - Review and inspection of Contractor's work for compliance with Contract Documents on a daily basis
 - Monitoring of corrective actions taken by the Contractor needed to fix work that is not in compliance with Contract Documents
 - Field inspection diaries to be submitted weekly
 - Digital photos of work in progress
 - Quality assurance materials testing services
 - Quality Assurance Program (QAP) compliance
 - Review of Contractor's compliance with all regulatory permits and mitigation measures
 - Review of Contractor's compliance with workplace safety and health standards and notification of City of non-compliance
 - Review and approval of Contractor's survey layouts
 - Supervising contractor's detours, lane closures, and staging plans
 - Ensuring contractor properly provides for the safety of the workmen
- **Public Outreach Program**
 - Issue project status updates via a monthly newsletter, webpage, or other appropriate community notification method

Task 3: Post-Construction Services

The Consultant shall be responsible for providing services during construction close-out. The Consultant's Resident Engineer shall be actively involved in all construction management tasks.

Scope of Services:

Services during construction close-out shall include, but not be limited to:

- **Environmental mitigation measures**, including:
 - Project closeout

- **Substantial and Final Completion Services**, including:
 - Site inspection to determine if facilities are complete and in compliance with Contract Documents
 - Preparation of punch-list and inspection of punch-list corrective actions
 - Recommendation to City as to release of payments and retention to Contractor
- **Operations & Maintenance Manual Submittal Coordination with Contractor**
- **Record Compilation and Submittal**, including:
 - Preparation and submittal of a complete set of organized construction contract documentation
 - Submittal of any record drawings made by Contractor or Consultant during construction
- **Obtaining Warranty and Lien Release Information from Contractor and filing a Notice of Completion**
- **Preparing a final construction project report per Chapter 17 of the Caltrans LAPM**
- **Establishing a record file** which supports: 1) adequacy of field control, 2) conformance to contract specifications, 3) payments to contractor. The file must be complete, and organized and maintained in a manner that permits inspection by the local agency, Caltrans or FHWA. A project filing system example can be found in the LAPM, Chapter 16.

CONTENTS OF PROPOSAL

To maintain uniformity in the evaluation process, your proposal shall be limited to a maximum of 40 pages on single-sided, 8½" x 11" paper (occasional 11" x17" sheets for charts and graphics are acceptable). The text font shall not be smaller than size 10. The cover letter, table of contents, front and back covers, and section dividers and resumes are excluded from the page count. **The proposal shall be bound, with tabbed section dividers, and include the following in order:**

A. Cover Letter

Include the Consultant's name and business address, as well as the Resident Engineer's name, telephone number and email address. Summarize your understanding of the project and briefly introduce your team. Address any exceptions to the Insurance requirements and/or the Professional Services Agreement, attached as Exhibit IV. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the City of Larkspur on behalf of submitting firm/team.

B. Organization Chart

Identify the prime consultant and sub-consultants and their respective roles. Show the Resident Engineer and the key staff proposed for this project, including sub-consultants' staff. Unless beyond the consultant's control, it is expected the team proposed under this proposal is to remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City of Larkspur will not be permitted.

C. Prime Consultant Introduction

Include contact information and a brief summary of the firm's organization and history. Provide a resume of each key team member. Provide two references (name, title, agency, and telephone number) for the Resident Engineer and key staff from projects of a similar type/size.

D. Sub-consultant Introduction

Include contact information and a brief summary of the firm's organization, history, and two firm references. Provide a brief resume (one page each) of each key team member.

E. Relevant Project Experience

Include similar type/size projects that your team has completed. Provide a project description, services provided, consulting fees and the project's construction cost. Discuss whether the construction management services were completed on time and within budget.

F. Project Understanding and Approach

Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe Resident Engineer's and firm/team support and approach to managing the project to ensure that the effort is completed on schedule and within the established budget. Proposal should be sufficiently detailed to allow assessment of your understanding and ability to provide the requested services. In addition, specifically address the following areas:

- The ways your firm/team promotes safety in delivering the project
- The ways in which your firm/team will oversee the proper implementation of environmental requirements, including dealing with possible violations
- What makes your firm/team qualified to perform in accordance with Caltrans/accepted professional standards
- What makes your firm/ team qualified to oversee construction of seismic retrofit and rehabilitation of a historic concrete bridge
- Understanding of the importance of field diaries, and identification of critical elements to be included

- Identification of uncertainties that can affect timely completion of a project, and the methods of dealing with those uncertainties

G. Scope of services

Provide a detailed description of the proposed scope of services for construction engineering/management and coordination of environmental mitigation measures.

H. Project Schedule

Describe the firm/team's - and specifically individual key team members' - projected workload and capacity to complete the project according to the proposed schedule. Indicate stages of work, time frames, and your team's ability to perform the required services in a timely manner. Indicate the methods and tools used to develop the schedule and the plans to update it throughout the life of the project.

I. DBE Requirements

Include the completed DBE forms found in Exhibit V.

J. Additional Information

Provide any additional relevant information that may be useful for this project. Please limit this information to not more than two pages.

Five (5) copies of the proposal package are due by **2:00 p.m. on Thursday, October 11, 2012**. The package shall be labeled "**Proposal for Construction Engineering/Management for Alexander Bridge Seismic Retrofit and Rehabilitation**" and submitted to the Director of Public Works at the following address:

Mr. Hamid R. Shamsapour, P.E.
Director of Public Works / City Engineer
City of Larkspur
400 Magnolia Avenue
Larkspur, CA 94939

Late, faxed, or incomplete proposals will not be accepted.

FEE PROPOSAL

1. Two copies of your proposed fee shall be submitted in a separate sealed envelope, within the proposal package, plainly labeled "Fee Proposal" with the prime company's name and the project title.
2. The fee shall include services for construction engineering/management and coordination of environmental mitigation measures.

3. The fee proposal shall include a cover letter stating the actual cost-plus-fixed fee, and separate fee schedules depicting individual project tasks, staff hours, and basic hourly charge rates. The fee proposal shall reflect all anticipated fee increases during the contract duration.
4. The fee proposal will be opened after Consultants have been evaluated by the proposal committee. The City will select Consultant based on qualifications. The final contract price may be negotiated.

RFP DISTRIBUTION AND SELECTION PROCESS

Consulting firms/teams interested in being considered for selection to perform services under this RFP must submit a proposal in compliance with this notice. The City will mail (or email) this RFP to each firm requesting a copy if you are unable to download it from the City's website. To receive a copy, please contact:

City of Larkspur
Attn: **Hamid R. Shamsapour**
Director of Public Works/City Engineer
400 Magnolia Avenue
Larkspur, CA 94939
Phone: (415) 927-5017
Fax: (415) 927-5090

The City will entertain questions on the RFP by email through Wednesday, October 10, 2012. The questions should be addressed to Hamid Shamsapour at:

publicworks@cityoflarkspur.org

The City will respond to the questions as a group via email to all contact persons of the firms that have requested copies of the RFP by Friday, October 12, 2012. The responses will also be posted on the City of Larkspur website.

A Consultant Selection Committee will evaluate each proposal and rank the consultant teams based on the technical information, qualifications and check of references provided in the proposal. A copy of the evaluation sheet is enclosed for reference as Exhibit III. If after review of the proposals a most-qualified firm has been determined, the project will be awarded solely based on the proposal and the top-ranked team will be selected to negotiate the contract. However, the City of Larkspur reserves the right to invite the three highest-ranked consulting teams for interviews. Notification of interviews will be made on Tuesday, October 23. Proposing firms should anticipate attending interviews on the morning of Thursday, October 25. Following the interviews (if any), the top-ranked team will be selected to negotiate the contract.

A blank Professional Services Agreement and appropriate attachments are enclosed for your review as Exhibit IV. Consultant's final scope of services will be attached and become part of the executed agreement as an exhibit. The Professional Services Agreement contains provisions to indemnify and hold harmless the City against all liability as specified. Each consultant must fully inform themselves of all project conditions and the efforts required to successfully complete the project. Failure to do so will not relieve the selected consultant of the obligations to carry out the contract.

Please refer to Exhibit IV for the necessary amounts of general liability, automotive, worker's compensation and professional liability insurance. The appropriate endorsements are also identified with the Professional Services Agreement. The selected consultant will be required to provide insurance certifications for the given amounts.

A schedule of important dates is provided below:

Advertise	Fri	9/21/12
Last day for Questions	Wed	10/10/12
Answers / Addendum	Fri	10/12/12
Submit / Open Proposals	Thu	10/18/12
Review of RFPs complete	Tue	10/23/12
Invite top 3 to interview	Tue	10/23/12
Interview top 3 firms	Thu	10/25/12
Award/Letter of intent	Thu	10/25/12
CM Attends Pre-Bid Meeting	Thu	11/01/12
Council Award	Wed	12/05/12

RIGHT TO REJECT ALL PROPOSALS

The City of Larkspur reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise. The City also reserves the right to award a portion of work, or combination thereof.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to the City will become the property of the City.

EXHIBIT I – PROJECT LOCATION

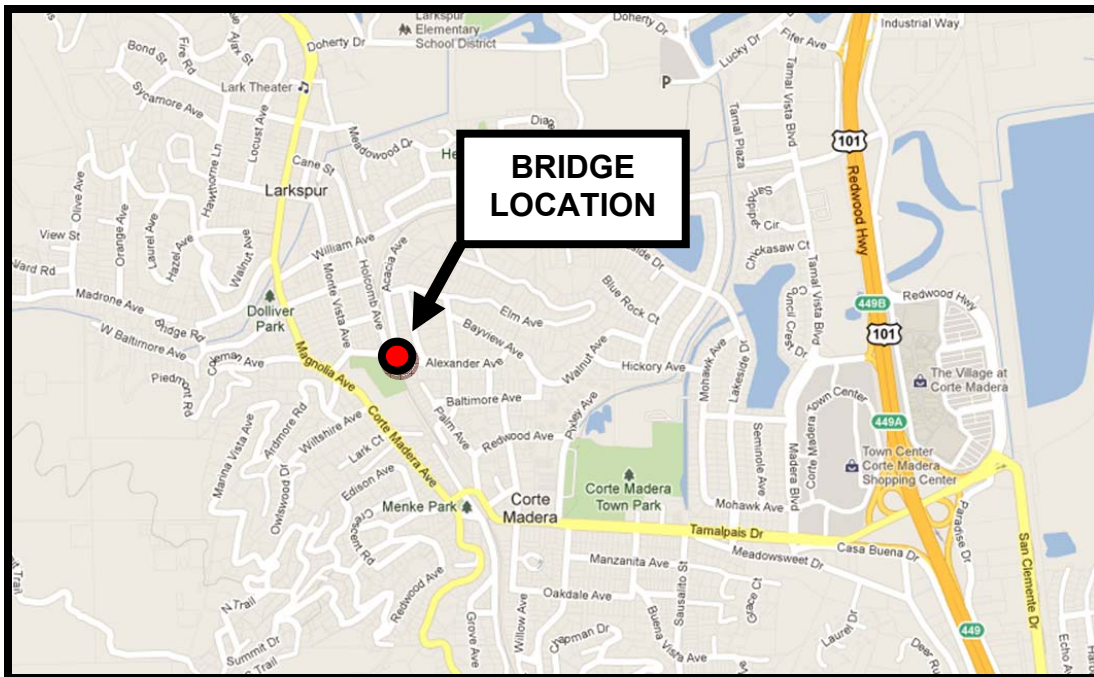
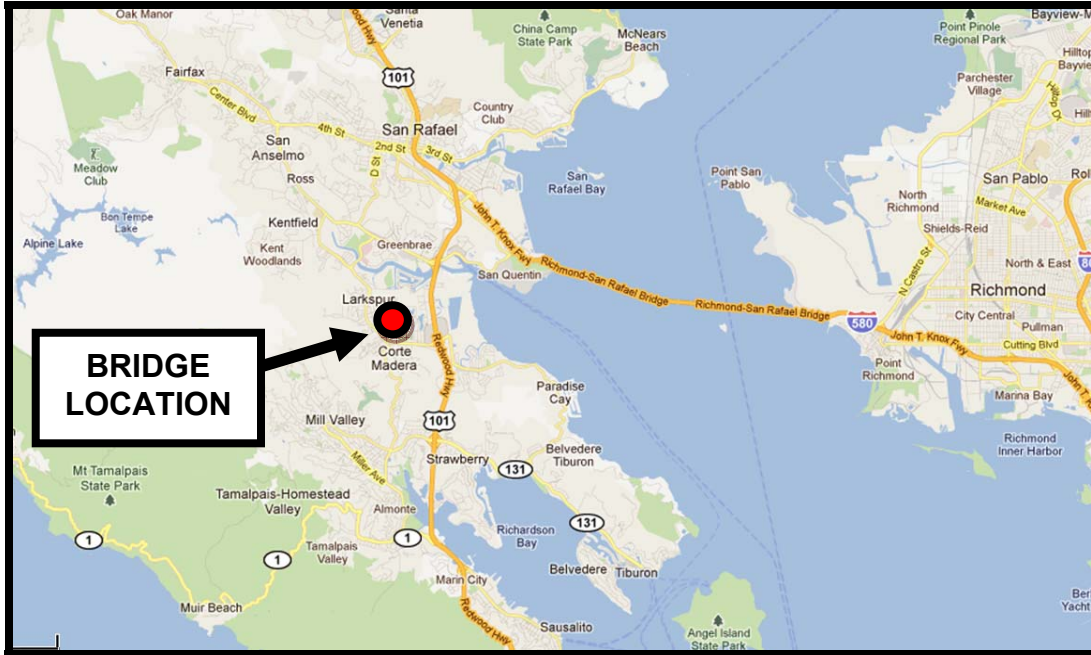


EXHIBIT II – BRIDGE PLAN VIEW

EXHIBIT III – EVALUATION CRITERIA

Selection Criteria and Weighting Percentages

Criteria	Weight
<ul style="list-style-type: none"> Project Team: This includes the team's qualifications and relevant individual experience, unique qualifications of key personnel, time commitment of key members and the strength of the Organization Chart 	20%
<ul style="list-style-type: none"> Project Understanding and Approach: This includes demonstrated knowledge of the work required, explanation of the project, knowledge of Caltrans and City of Larkspur processes, and innovative approaches and internal measures for timely completion of project 	30%
<ul style="list-style-type: none"> Scope This includes the relevance, completeness and logic of the scope 	20%
<ul style="list-style-type: none"> Feasibility of Oversight This includes the ability and willingness to respond to City or State requirements and accessibility to these agencies 	10%
<ul style="list-style-type: none"> Financial Responsibility 	10%
<ul style="list-style-type: none"> References This includes record of producing quality product on similar projects on time and within budget 	10%
Total	100%

EXHIBIT IV – SAMPLE PROFESSIONAL SERVICES AGREEMENT, INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES AGREEMENT

ALEXANDER AVENUE BRIDGE SEISMIC RETROFIT AND REHABILITATION CONSTRUCTION MANAGEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of _____, 2012 ("Effective Date"), by and between the City of Larkspur, a municipal corporation ("City") and CONSULTANT (LOCATION), ("Consultant") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Project Description.** Construction Management for the seismic retrofit and rehabilitation of Alexander Avenue Bridge in Larkspur
2. **Services.** Consultant shall provide the services as described in and in accordance with the schedule set forth in Exhibit "A," attached hereto and incorporated herein ("Services").
3. **Consultant.** "Consultant" includes consultant's officers, employees, volunteers, agents, subcontractors and subconsultants.
4. **Compensation.**

- A. For the full performance of the Services as described herein, City shall compensate Consultant under the following terms:

The basis of payment for the services provided under this agreement shall be Not-To-Exceed as shown in the Cost Proposal within Exhibit "A," attached hereto and incorporated herein

If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

The City will reimburse the Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the Consultant in performance of the work. The Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the Consultant be reimbursed for overhead costs at a rate that exceeds the City's approved overhead rate set forth in the Cost Proposal. In the event, that the City determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the City shall

be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "C" shall not be exceeded, unless authorized by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the City's Contract Manager. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month, and including a revised schedule for performance and additional documentation requested by City, as applicable.

The Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the City's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each milestone as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the City. The final invoice should be submitted within 60-calendar days after completion of the Consultant's work. Invoices shall be mailed to the City's Contract Manager at the following address:

**City of Larkspur
Attn: Hamid Shamsapour/Contract Manager
400 Magnolia Avenue
Larkspur, CA 94939**

- C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed (AMOUNT) (\$#####) without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
- D. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Notwithstanding any other provision herein, Consultant shall not be paid any compensation until Consultant has obtained a currently valid Larkspur business license.
- ~~E. City shall retain an amount equal to five percent (5%) of the total amount of each approved monthly invoice. This retention shall be released at the completion of all of the services set forth in Exhibit "A" to the satisfaction of the City.~~

- F. The Federal Acquisition Regulations in Title 48 CFR Part 31 are the governing factors regarding allowable elements of cost.
- G. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- H. All subcontracts in excess of \$25,000 shall contain the above provisions.

5. **Funding.**

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

6. **Cost Principles and Administrative Requirements.**

- A. The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost of individual items.
- B. The Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the City.

7. **Contingent Fee.** The Consultant warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
8. **Term, Delays & Extensions.** The term of this Agreement commences on the Effective Date, and terminates on (DATE), unless sooner terminated in accordance with Section 8. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement. Contract term shall be subject to any City-approved delays or extensions due to unforeseen circumstances.
9. **Termination.** City may terminate this Agreement without cause upon thirty (30) days' written notice. If consultant fails to cure a material breach within ten (10) days' notice by the City, then City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services. In the event of termination, ownership of work completed or partially completed shall be subject to the provisions of item 27 herein.
10. **City of Larkspur Obligation.** All applicable data in possession of the City of Larkspur or another agency, or government, are to be made available to the Consultant.
11. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
12. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.

13. **Licenses, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
14. **Consultant's Endorsement on PS&E/Other data.** The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
15. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
16. **Inspection.** Consultant shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.
17. **Progress Reports.** Upon the City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
18. **Confidentiality.** In the course of providing services for City, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services or as otherwise authorized by the prior written consent of City.
19. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not knowingly employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, terminate this Agreement in accordance with Section 7.
20. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
21. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession in the geographical region in which the services are performed. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, first-class and workmanlike manner and conform to the standards of Consultant's

profession. City shall have a royalty-free, non-exclusive, non-transferable, irrevocable and in perpetuity, limited license to use work product prepared by consultant for the sole benefit of the City.

22. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
23. **Subcontractors.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services, except as outlined in Exhibit "A," without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
24. **Compliance With All Laws; Prevailing Wage.** Consultant shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance. Consultant shall, to the extent required by Labor Code section 1775, comply with State prevailing wage laws. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all the provisions of this article.
25. **Discrimination; DBE Compliance.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has an underutilized DBE (UDBE) goal, the consultant must meet the UDBE goal by using UDBEs as subconsultants or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another UDBE subconsultant if the goal is not otherwise met.

STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

- A. The City shall hold retainage (see Item 3 E page 2) from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE)," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final

invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE)" is submitted to the Contract Manager.

- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
- 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification," CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

6. DBE Certification and De-certification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of de-certification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

When Reporting DBE Participation, Material or Supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100% of the cost of the materials or supplies will count toward the DBE participation. 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 Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals. 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 Agreement, 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.
26. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
- (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
 - (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City: City of Larkspur
400 Magnolia Avenue
Larkspur, California 94939
Telephone: (415) 927-5017
Facsimile: (415) 927-5090
Email: hshamsapour@cityoflarkspur.org

City Contract Administrator: Hamid Shamsapour, Director of Public Works

Consultant: NAME
 ADDRESS
 CITY STATE ZIP
 Telephone:
 Facsimile:
 Email:

CONSULTANT Contract Administrator/Project Manager: NAME

27. **Ownership of Documents; Patent Rights.** Provided that Consultant has been paid for the Services, Consultant hereby grants to City a royalty-free, non-exclusive, non-transferable, irrevocable and in perpetuity, limited license to use work product for the sole benefit of the City, solely in connection with the project hereunder. Consequently, City shall have the right to use the documents, maps, photographs, drawings, and specifications resulting from Consultant efforts on the project. Reuse of any such materials by City on any extension of this project or any other project without the written authorization of Consultant shall be at City's sole risk. Consultant shall have the right to retain copies of all such materials. Consultant retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Service. However, the FHWA and State shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use the work for government purposes.
28. **Safety.**
- A. The Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.
 - B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
 - C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
 - D. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.
29. **Indemnification.** Consultants shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, with

out limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature including personal injury, death, damage to real or personal property, arising out of or in connection with Consultant's negligence, recklessness, or willful misconduct during the performance of the Services or Consultant's failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City. Notwithstanding the foregoing, to the extent that this Agreement is a "construction contract" within the definition of Civil Code Section 2783, as may be amended by the Legislature from time to time, such indemnity shall not include Liability for the active negligence of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement shall not relieve Consultant from Liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claim for damages whether or not such insurance policies have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this section and that it is a material element of consideration.

30. **Insurance.** Consultant shall comply with the "Insurance Requirements for Consultants" in Exhibit B, attached hereto and incorporated herein by reference.
31. **Claims Filed by City's Construction Contractor.**
- A. If claims are filed by the City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
 - B. Consultant's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this agreement.
 - C. Services of the Consultant's personnel in connection with the City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.
 - D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
32. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this agreement. The agreement amendment will allow for mutually acceptable changes in the scope, character, or complexity of the work.

The Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the City of Larkspur.

There shall be no change in the Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal (and in Item 26 of this agreement), which is a part of the contract without prior written approval by the City of Larkspur.

33. **Litigation.** If litigation ensues between City and a third-party which pertains to the Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein.
34. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
35. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Larkspur. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Marin, State of California.
36. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
37. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
38. **National Labor Relations Board Certification.** In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.
39. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.
40. **Debarment and Suspension Certification.**
 - A. The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent

jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

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

42. **Prohibition of Expending State or Federal Funds for Lobbying.**

- A. The Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

- C. The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts,

which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

43. **Arbitration.**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the City's Contract Manager and City Manager, who may consider written or verbal information submitted by the Consultant.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the Consultant may request review by the City Council of the City of Larkspur of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this contract.
- D. Any unresolved dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Marin County, CA, before one arbitrator. The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. Allocation of Fees and costs: the arbitrator shall, in the Award, award the costs of the arbitration, including the fees of the arbitrator and reasonable attorneys' fees and expert witnesses' fees to the prevailing party.

44. **Consultant's Books and Records.**

- A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
- B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. In addition, the

Consultant shall make the records and documents available for inspection by the State of California, FHWA, or their duly authorized representatives. Copies of such documents shall be provided to the City for inspection at Larkspur City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

- D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Larkspur City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

45. **Audit Review Procedures.**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the City will excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

46. **Evaluation of Consultant.** The Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to the Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

47. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

48. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

49. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF LARKSPUR

CONSULTANT

City Manager

By _____
Name

Approved as to Form:

Title

City Attorney

Address

City State Zip

Taxpayer I.D. Number

EXHIBIT A

SCOPE OF WORK, COST PROPOSAL, AND SCHEDULE

EXHIBIT B

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Consultant and any subcontractor shall not commence work under this Agreement until Consultant shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and carrier and the City Manager as to sufficiency, nor shall Consultant allow any contractor or subcontractor to commence work on this contract or subcontract until all similar insurance required of the Consultant and/or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, the Consultant's agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance.
5. Such other insurance coverages and limits as may be required by the City prior to execution of this agreement.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence/ \$4,000,000 Aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.
Bodily Injury by Disease - \$1,000,000 each employee.
4. Professional Liability insurance: \$1,000,000.
5. Such other insurance coverages and limits as may be required by the City prior to execution of this agreement.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the City.

EXHIBIT C

CERTIFICATIONS

Exhibit 10-F Certification of Consultant, Commissions & Fees

Certification of Consultant

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of (CONSULTANT NAME AND ADDRESS), and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

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

(Date)

(Signature)

Exhibit 10-G Certification of Local Agency

Certification of Local Agency

I HEREBY CERTIFY that I am the _____ of the
_____ City of Larkspur _____, and that the consulting firm
of _____, or its representative has not been required (except
as herein expressly stated), directly or indirectly, as an express or implied condition in
connection

with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution,
donation, or consideration of any kind.

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

(Date)

(Signature)

EXHIBIT D

DBE INFORMATION AND COMMITMENT

EXHIBIT V – DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Agreement of **4.7%**

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, Part 26.5, Code of Federal Regulations (CFR).
- 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 Agreements 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 Contractor should 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 shall 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, a “Local Agency Proposer DBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation. 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 contractor, subcontractor, 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 subcontractors, 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 subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

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, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Disadvantaged Business Enterprise
 - Click on Search for a DBE Firm link
 - 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

C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

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 Agreement 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 Agreement 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.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

EXHIBIT 10-O1: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____		11. Preparer's Signature _____	
20. Local Agency Representative Signature _____		12. Preparer's Name (Print) _____	
21. Date _____		13. Preparer's Title _____	
22. Local Agency Representative Title _____		14. Date _____	
23. (Area Code) Tel. No. _____		15. (Area Code) Tel. No. _____	

Distribution: (1) Original – Submit with Award Package
 (2) Copy – Local Agency files

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ _____
20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: 23. Local Agency Representative Name (Print) _____ <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">24. Local Agency Representative Signature _____</div> <div style="width: 45%;">25. Date _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">26. Local Agency Representative Title _____</div> <div style="width: 45%;">27. (Area Code) Tel. No. _____</div> </div>		14. Total % Claimed	_____ %
Caltrans to Complete this Section		15. Preparer's Signature _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">28. DLAE Name (Print) _____</div> <div style="width: 30%;">29. DLAE Signature _____</div> <div style="width: 30%;">30. Date _____</div> </div>		16. Preparer's Name (Print) _____	
		17. Preparer's Title _____	
		18. Date _____ 19. (Area Code) Tel. No. _____	

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

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

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

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

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 which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.