



CITY OF FOWLER

REQUEST FOR QUALIFICATIONS FOR ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS

Date Released: March 23, 2018

**City of Fowler
128 S. Fifth Street
Fowler, California 93625**

Proposals are due prior to 4:00 P.M., April 13, 2018

TABLE OF CONTENTS

Request for Qualifications

On-Call Engineering Services for Federally Funded Transportation Projects

Request for Qualifications.....	3
Project Description and Background.....	5
Scope of Services.....	6
Schedule.....	8
Method of Payment.....	9

Appendix A: Submittal Requirements

Appendix B: Proposal Evaluation

Appendix C: Sample Contract

Appendix D: Required Local Assistance Procedures Manual Exhibits

Exhibit 10-H	Sample Cost Proposal
Exhibit 10-I	Notice of Proposers DBE Information
Exhibit 10-K	Consultant Certification of Contact Costs and Financial Management System
Exhibit 10-01	Consultant DBE Commitment
Exhibit 10-02	Consultant Contract DBE
Exhibit 10-Q	Commitment Disclosure of Lobbying Activities
Exhibit 15-H	DBE Information - Good Faith Efforts

**REQUEST FOR QUALIFICATIONS
ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED
TRANSPORTATION PROJECTS**

The City of Fowler (CITY) is seeking qualified consulting firms to provide civil engineering services for federally funded transportation project on an on-call basis. The response to this solicitation will be in the form of a Statement of Qualifications.

Total amount payable to the Consultant shall not exceed \$850,000 and with a performance period of the contract 3 years with an option to extend 2 years (1 year extensions, no more than twice and not to exceed 5 years total).

All qualified firms interested in providing these services are invited to submit their Statement of Qualifications (SOQs). The Consultant's SOQs will be evaluated and ranked according to the criteria provided in Appendix B, "Proposal Evaluation," of this RFQ.

Addenda to this RFQ, if issued, will be sent to all prospective Consultants the CITY has specifically e-mailed a copy of the RFQ to and will be posted on the CITY website at:

<http://www.fowlercivcity.org/>

It shall be the Consultant's responsibility to check the CITY website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Submittal Requirements."

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's SOQs. The hard copies and CD/DVD shall be received by the CITY prior to **4:00 P.M., April 13, 2018**. SOQs shall be submitted in a sealed package clearly marked "ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS" and addressed as follows:

Ms. Jeannie Davis
City Manager
City of Fowler
128 S. Fifth Street
Fowler, California 93625

Submittals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified submittal must be received prior to 4:00 P.M., April 13, 2018.

Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

Upon review of submitted proposals, the Selection Committee will determine whether interviews are

necessary to determine a consultant selection. The City reserves the right to hold interviews or make a consultant selection based solely on the Statement of Qualifications received.

This RFQ does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The CITY reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the CITY to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the CITY.

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Complete SOQ review and evaluation: April 20, 2018

Oral interviews (if necessary): April 27, 2018

Consultant Ranking: April 27, 2018

Cost Negotiation: May 9, 2018

Contract Award: May 15, 2018

Any questions related to this RFQ shall be submitted in writing to the attention of Ms. Jeannie Davis via email at jdavis@ci.fowler.ca.us. Questions shall be submitted before 5:00 PM on April 6, 2018..

“The City of Fowler is an equal opportunity provider and employer”

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PROJECT DESCRIPTION AND BACKGROUND

The CITY will select a Consultant to provide engineering services related to federal and state funded projects. The consultant shall provide civil engineering, land surveying, construction management /administration services and follow the CITY Standards along with all pertinent State, Federal, and CITY rules and regulations.

Typical projects include, but may not be limited to, roadway reconstruction, pavement overlays, pedestrian/bicycle facility improvements, traffic signal/roundabout improvements, and other municipal transportation related projects.

This solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the contract term. Task Orders will be issued for specific projects. The CITY does not guarantee a specific number or dollar amount of projects will be contracted with the listed projects.

SCOPE OF SERVICES

PURPOSE OF WORK

The CITY constructs several transportation related projects every year that are state and federally funded. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. The selected Consultant shall perform site investigations, cost estimating, preliminary engineering, civil engineering design, land surveying, construction management and other services as deemed necessary by the CITY for which the Consultant is qualified related to federal and state funded transportation projects. The Consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to CITY including, but not limited to, the following tasks:

1. **Project Management** - The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the CITY and consultant sub-contractors, and preparing all submissions for the CITY to submit to Caltrans Local Assistance.
2. **Preliminary Engineering Studies** - Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometries, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
3. **Surveys and Mapping** - The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
4. **Environmental Studies and Documentation** - Complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical

studies to complete the NEPA document. Consultant will assist the CITY prepare the CEQA document as requested.

5. **Utility Coordination** - Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed.
6. **Right of Way Phase & Determination** - Consultant shall prepare Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, Consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary.
7. **Design** - Design the improvements and prepare the plans, specifications, and estimates in accordance with CITY and Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the CITY at 60%, 90%, and final contract documents.
8. **Coordination with Adjacent Properties** - Coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal.
9. **Construction Phase Authorization**- Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
10. **Bid Process**- Provide an electronic copy of the final approved plans and specifications, a copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. CITY will be responsible for making copies of contract documents and will distribute to plan rooms and contractors unless otherwise noted in the project task order. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the CITY as necessary.
11. **Construction Management** - Consultant shall provide inspection and construction management services during construction.
12. Provide other engineering and design services as requested.

SERVICES NOT INCLUDED

Any necessary geotechnical investigations/testing and right-of-way acquisition tasks on federally-funded transportation projects will be performed by consultants secured through a separate procurement process and are not included this scope of work.

LOCATION OF WORK

Work will be performed within the CITY's sphere of influence.

REQUIRED SERVICES

All work performed under this contract will require approval by the CITY Contract Administrator and issued through a Task Order. A task order shall be requested from the Consultant to identify and refine the scope of services prior to issuing the task orders. The task order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

Pursuant to an authorized Task Order, the Consultant shall provide Engineering Services within the geographical jurisdiction of this Contract set forth in "Location of Work" Section, and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with CITY standards.

The potential projects may vary in scope and size, and may encompass any type of improvement for the transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project work to be performed shall be described in each Task Order.

The consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator.

The Consultant shall maintain a set of project files that shall be provided to the CITY upon request.

The Consultant shall have the ability to respond in a timely and cost effective manner to CITY requests.

GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant responsible person, shall be a qualified professional civil engineer experienced with design and administration of federal and state funded transportation projects and shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to the CITY for consideration under the review and acceptance process.

The Consultant is required to submit a written request and obtain the CITY's Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to CITY. The substitute personnel shall have significant experience in the work involving a similar transportation facility for at a minimum two (2) previous projects, unless otherwise approved by the

CITY's Contract Administrator.

The Consultant is responsible to provide fully trained personnel to efficiently perform the work. The Consultant's personnel may be asked to attend certain special training if recommended by the CITY Contract Administrator. On such occasions, with the approval of the CITY Contract Administrator, CITY shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the Consultant's responsibility. In addition, services to train the CITY personnel shall not be provided by the Consultant under this Contract.

The Consultant shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in this Contract and in the Task Orders and shall have a documented minimum ten (10) years of demonstrated experience acceptable to CITY in management and delivery of federally funded transportation projects for local agencies.

In addition to other specified responsibilities, the Consultant shall be responsible for all matters related to the Consultant's personnel, Subconsultants, Construction Materials Sampling and Testing Services work, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests and criteria.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Subconsultants' personnel.
- c. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the CITY Contract Administrator.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to CITY.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the CITY Contract Administrator.
- m. Monitoring and maintaining required DBE involvement.
- n. Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
- o. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
- p. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.

DELIVERABLES

As agreed upon by the CITY and Consultant in a Task Order for each project.

SCHEDULE

As agreed upon by the CITY and Consultant in a Task Order for each project.

METHOD OF PAYMENT

Lump Sum Fee. The Consultant performs the services stated in the Task Order for a lump sum fee as compensation, including a net fee or profit.

APPENDIX A - SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Statement of Qualifications (SOQ's) by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and content.

SOQ's shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Ms. Jeannie Davis
City Manager
City of Fowler
128 S. Fifth Street
Fowler, California 93625

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

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

2. Consultant Information, Qualifications & Experience

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

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

3. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project. Provide a list of all laboratory and field testing and CITY certification, segregating tests to be performed by a subconsultant.

2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Past Experience on City Projects

Include a description of past City projects (maximum of five) in which your firm has been involved, including the following:

- a. Project Description
- b. Year of Completion
- c. Construction Cost (or Consultant cost if not an infrastructure project)
- d. City Contact

5. Staff Availability

Demonstrate that the Consultant's Program Manager and project staff have sufficient availability and/or that Consultant has sufficient resources to timely deliver CITY'S federal and state funded transportation projects.

6. Conflict of Interest Statement

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any CITY project related to this solicitation.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any CITY project related to this solicitation.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the City's projects related to this solicitation. The submitted documentation will be used for determining potential conflicts of interest. CITY will use this documentation to determine whether the firm may work on specific projects.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the CITY Contract Administrator regarding the conflicts of interest. The CITY Contract Administrator may terminate the Task Order involving the conflict of interest and CITY may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify CITY Contract Administrator may be grounds for termination of the contract.

7. Litigation

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

8. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Appendix C.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 49 CFR Part 18.48 CFR Part 31, and 2 CFR Part 200.

9. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information included in Appendix D. Additional forms and instructions that will be required submittals during the course of the contract are also provided for the proposer in Appendix D.

This solicitation is financed in whole or in part and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, a DBE participation is required. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Reference "Statement of Qualifications Submittal Requirements" for detailed information and references to the required forms. Required forms will be made part of the agreement. Failure to meet the DBE goal or Good Faith Effort requirements and provide required DBE participation at due date and time of SOQ submittal may result in the SOQ submittal being rejected as non-responsive.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the draft Agreement.

The proposing Consultant shall complete and submit the following forms **with the proposal** to be considered responsive:

- CITY Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). **The CITY's contract DBE Goal is 3%.**
- DBE Information - Good Faith Efforts (Exhibit 15-H). Submit this form only if DBE goal is not met.

- Disclosure of Lobbying Activities (LAPM 10-Q)
- Consultant Certification of Contract Costs and Financial Management System (LAPM 10-K) and Cost Proposal (Example #2 – LAPM 10-H). **Provide these forms in a separate sealed envelope titled “CONSULTANT COST DATA”.**

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

- CITY Proposer DBE Information (Consultant Contracts) (LAPM 10-O2)
- Cost Proposal (Example #1 - LAPM 10-H)
- Any other relevant forms required during the project.

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

10. Fee Schedule

The consultant performs the specific items of work for services stated in the contract. The method of payment is lump sum fee for each individual project identified through task order. Items not categorized shall be reimbursed using specified rates of compensation.

In order to assure that the CITY is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the Statement of Qualifications shall include a fee schedule for each service to be provided. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a separate sealed envelope from the proposal. Fee Schedules are confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Reference sample cost estimate in the LAPM Exhibit 10-H.

The selected Consultant shall prepare a lump sum cost proposal for each task order issued based on the Fee Schedule (LAPM 10-H) submitted.

Selected Consultant shall comply with Chapter 10.3 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process. A pre-award or post-award may be performed on any task order or contract issued as a result of this RFQ.

APPENDIX B- PROPOSAL EVALUATION**Evaluation Process**

All submittals will be evaluated by the CITY's Selection Committee. The Committee may be composed of CITY staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the CITY Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the CITY's requirements as set forth in this RFQ.

The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Consultants invited to interviews will be required to submit cost proposals in sealed envelopes during the interview. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	40
3	Organization & Approach	15
4	Experience on Similar Projects	20
5	Staff Availability	10
6	Conflict of Interest Statement	Pass/Fail
7	References	15
Subtotal:		100

No.	Interview Evaluation Criteria (if necessary)	Weight
8	Presentation by team	10
9	Q&A Response to panel questions	15
Subtotal:		25
Total(if interviews are necessary):		125

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (30 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct Materials Testing & Geotechnical engineering services on both federal and non-federal aid projects.

3. Organization & Approach (20 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to CITY needs.

c. Project and Management Approach

- i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
- ii. Team successfully addresses Site Planning and Programming efforts.
- iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

d. Roles of Key Individuals on the Team

- i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
- ii. Key positions required to execute the project team's responsibilities are appropriately staffed.

e. Working Relationship with CITY

- i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
- ii. Team leadership understands the nature of public sector work and its decision making process.
- iii. Proposal responds to need to assist CITY during the project.

4. Experience on Similar Projects (20 points)

- a. Consultant demonstrates experience with performance of services on municipal projects similar in nature to those related to this solicitation.
- b. Consultant demonstrates successful completion of said projects.
- c. Consultant is familiar with federally funded project development procedures.

5. Staff Availability (10 points)

- a. Consultant demonstrates project team staff is available and able to promptly respond to requests throughout the contract duration in order to timely delivery projects.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the CITY that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. References (15 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

8. Presentation by Team (if necessary) (10 points)

- a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (if necessary) (15 points)

- a. Proposer provides responses to various interview panel questions.

APPENDIX C- SAMPLE CONTRACT

CONSULTANT SERVICES CONTRACT (For Local Assistance Federal-aid Projects)

THIS CONSULTANT SERVICES CONTRACT (the "contract") is entered into as of the day of _____, 2018 by and between the CITY OF FOWLER, herein called the "CITY", and _____, herein called the "CONSULTANT".

Recitals

- A. CITY desires to obtain contract services in connection with the

- B. CONSULTANT hereby warrants to the CITY that CONSULTANT is skilled and able to provide such services described in this contract.
- C. CITY desires to retain CONSULTANT pursuant to this contract to provide the services described herein.

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE II. INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the "CONSULTANT" is as follows:

_____.

Incorporated in the State of _____.

The Project Manager for the "CONSULTANT" will be _____.

The name of the "CITY" is as follows: CITY OF FOWLER, a California municipal corporation.

The Contract Administrator for CITY will be David Weissner, Public Works Director.

- B. The work to be performed under this contract is described in Article III entitled Statement of Work.

- C. CONSULTANT agrees to indemnify and hold harmless CITY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse CITY for any of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.
- D. Consultant Services During Construction
Consultant shall provide inspection, construction administration, and act as the City's representative during the construction phase of the various projects. Consultant shall not be in a management role and as such shall only review change orders and pay requests associated with the construction work. Approvals of change orders and pay requests shall be by a full time City representative in charge of the work.
- E. Documentation and Schedules
Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

ARTICLE IV.
CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for CITY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE V.
PERFORMANCE PERIOD

- A. This contract shall go into effect on _____ contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE VI.
TERMINATION

- A. CITY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this contract with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

ARTICLE VII.
COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII.
RETENTION OF RECORDS/AUDIT

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

- B. If the CONSULTANT fails to comply with the provisions of this Section, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E. 1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
- C. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

- D. Transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

ARTICLE IX. SUBCONTRACTING

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

ARTICLE X.
CONFLICT OF INTEREST

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

ARTICLE XI.
REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any 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.

ARTICLE XII.
USE OF CITY STATE OR FEDERAL FUNDS

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of 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.

(nondiscrimination in federally-assisted programs of the Department of Transportation- Title 49 Code of Federal Regulations, Part 21 -Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

ARTICLE XIII. DEBARMENT AND SUSPENSION CERTIFICATION

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

ARTICLE XIV. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy as CITY deems appropriate.

- B. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- C. A DBE firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- D. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- E. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- F. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- G. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

ARTICLE XV.

INSPECTION OF WORK

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

ARTICLE XVI.
SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by 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, CITY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this section.

ARTICLE XVII.
INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish CITY Certificates of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence, and automobile liability insurance presently in effect for CONSULTANT with a CSL of not less than one million (\$1,000,000) per occurrence.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to CITY.
 - 2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XVIII.
CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by CITY relating to the contract, shall not authorize CONSULTANT to further disclose such

information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by CITY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than CITY.

ARTICLE XIX. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies

ARTICLE XX. CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named CITY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXI. NEWS RELEASES / INTERVIEWS

All CONSULTANT and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by the CITY.

ARTICLE XXII.
VENUE

In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Fresno, California, without reference to choice of laws principles.

CONSULTANT:

_____ (Consultant)
_____ (Project Manager)
_____ (Address)

CITY:

CITY OF FOWLER

Jeannie Davis, Contract Administrator
128 S. Fifth Street
Fowler, California 93625

APPENDIX D- LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBITS

Exhibit 10-H Sample Cost Proposal

Exhibit 10-I Notice of Proposers DBE Information

Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System

Exhibit 10-01 Consultant DBE Commitment

Exhibit 10-02 Consultant Contract DBE Commitment

Exhibit 10-Q Disclosure of Lobbying Activities

Exhibit 15-H DBE Information - Good Faith Efforts

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant _____ Contract No. _____ Date _____

Fringe Benefit 0.00% + Overhead 0.00% + General Administration 0.00% = 0.00% Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = 0.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	
							0.00% 0.00% 0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant	Contract No.	Date
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SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)**Note: Mark-ups are Not Allowed**

Consultant _____ Contract No. _____ Date _____

Page ____ of ____

Unit/Item of Work:**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)****Include as many Items as necessary.**

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	\$ 0.00
Sub-professional/Technical*	_____	_____	\$ 0.00
EQUIPMENT (with Operator)	_____	_____	\$ 0.00
OTHER DIRECT COST			
Description	Unit(s)	Unit Cost	
Mobilization/De-mobilization	_____	\$ _____	\$ 0.00
Supplies/Consumables (Itemize)	_____	\$ _____	\$ 0.00
Travel/Mileage	_____	\$ _____	\$ 0.00
Report (if applicable)	_____	\$ _____	\$ 0.00
TOTAL COST PER UNIT OF WORK			\$ 0.00

NOTES:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 3 %

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

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

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

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

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

EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

Contract Number: _____ Project Number: _____

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

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

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

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

Certification of Direct Costs:

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

Consultant Certification of Contract Costs and Financial Management System

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

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

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

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

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

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

Consultant Contact Information:

Email: _____

Phone number: _____

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

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

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

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

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

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

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

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

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

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

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

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

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

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

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

Federal-aid Project No. _____ Bid Opening Date _____

The _____ 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):

<u>Publications</u>	<u>Dates of Advertisement</u>

- 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.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

- 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.

