



**REQUEST FOR QUALIFICATIONS
FOR
ON-CALL ENVIRONMENTAL ENGINEERING SERVICES**

**Public Works Department
CITY OF HUNTINGTON BEACH**

Released on October 19, 2020

ON-CALL ENVIRONMENTAL ENGINEERING SERVICES REQUEST FOR QUALIFICATIONS (RFQ)

1. BACKGROUND

The City of Huntington Beach Public Works Department is seeking to retain as-needed services from qualified environmental engineering firms to supplement City staff for various types of City funded projects and Federal or State funded project.

The City intends to contract with at least two environmental engineering firms to provide services on an “as-needed” basis as supplemental resources are required. The contract will be for a 3-year term with the option to extend the contract for one year. The City will issue task orders for each project based upon the scope of services, qualifications, work schedule and reasonableness of the fee. For task orders greater than \$30,000, the City will typically solicit proposals from more than one qualified consultant. The task order assignments will be awarded such that their specified duration do not exceed the contract term. Upon execution of the contracts, the City may elect to solicit proposals from all consultants for individual projects. The City will communicate, in writing via e-mail, the needs for each project based upon a scope of services, work schedule, and fee proposal submitted to the City for its review and approval.

The City will be instituting a Disadvantaged Business Enterprise (DBE) goal of 2% for this contract, pending approval from Caltrans. An addendum will be issued per schedule below if the DBE goal is revised per Caltrans. **Appendix E** is the Caltrans approved City’s Quality Assurance Program.

In order to submit a qualifications package, your firm must provide five (5) references indicating that you have contracted directly with a public agency located in Orange County/Los Angeles County within the last five (5) years and have successfully completed tasks in at least one category listed below with the current management staff for that category.

Due to logistical and time sensitive items related to city projects, the City is requesting that any firm submitting a proposal be within a 25-mile radius of City of Huntington Beach City Hall.

The City may elect to contract with more than one consultant based upon their field of expertise. To qualify for the RFQ, your firm must completely comply with at one least four of the five items listed below:

Category: General

- Provide at least 3 projects preparing Preliminary Environmental Studies;
- Provide at least 3 projects preparing and/or reviewing Grant Applications.

Category: Water Quality

- Provide at least 3 projects preparing documentation in reviewing, evaluating, and recommending LID BMPs for storm water systems;
- Provide at least 3 projects performing commercial/industrial water quality inspections to

- comply with NPDES requirements;
- Provide at least 3 projects performing Fats, Oils, and Grease (FOG) inspections.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

| | |
|--------------------------------------|------------------------------|
| Release of RFQ | October 19, 2020 |
| Deadline for Written Questions | October 30, 2020 |
| Responses to Questions Posted on Web | November 5, 2020 |
| Proposals are Due | November 13, 2020 |
| Proposal Evaluation Completed | November 18, 2020 |
| Approval of Contract | December 22, 2020(tentative) |

3. SCOPE OF WORK

The City is seeking qualified environmental engineering consultants with experience under the following capacity:

General

- Prepare, assist, and review Preliminary Environmental Studies;
- Review of project plans and specifications;
- Perform field investigations;
- Provide site assessment and preliminary studies;
- Prepare and review engineering analysis reports;
- Prepare and review technical and research studies;
- Process and review Grant and Federal Funding Applications;
- Assist in the development of City specifications;
- Provide training to City staff on various environmental review processes.

Water Quality

- Assist in reviewing, evaluating, and recommending various Low Impact Development BMPs for storm water systems;
- Perform commercial/industrial water quality inspections for compliance with latest NPDES regulations;
- Perform inspections of food service establishments under the Fats, Oils, & Grease (FOG) Control Program;
- Assist in reviewing and preparing documentations in various aspects of water discharge permits from applicable regulatory agencies;
- Assist with the development and implement of

In general, the consultant shall perform environmental engineering services on an “as-needed” basis for various projects assigned by the City. The scope of work for any one project may involve all phases of project development and may include but not be limited to the following:

Monitoring and Inspections

- Perform maintenance, monitoring, and inspections of City’s facilities in accordance to

- requirements by various applicable regulatory agencies;
- Provide testing and sampling of various constituents and media.

Studies and Reports

- Prepare reports and studies that utilize sound practical environmental engineering analysis and principles;
- Prepare documentations that comply with applicable regulatory agency requirements for permitting;
- Review 3rd party reports and studies, and provide City staff with comments and recommendations.

Grant Applications

- Assist in preparing various grant applications to obtain additional sources of funding for various proposed City projects.

Preliminary Engineering

- Perform site investigation, prepare alternatives by providing recommendations and analyses that describes the advantages of each alternative, and prepare estimates of probable cost for each alternative;
- Prepare preliminary plans, cost estimates, engineering details, and support calculations.

Construction Documents

- Prepare engineering calculations and designs, plans, specifications, cost estimates, and contract bidding documents.

Permits

- Assist in obtaining approvals from applicable regulatory agencies for environmental, and/or other permits as may be required.

Bidding Stage

- Assist the City in answering bidders' questions, attend pre-bid conferences, and job walks, prepare addendums, and analyze bids.

Construction Stage

- Attend pre-construction conferences;
- Monitor construction schedule, visit construction sites as required for progress and quality of evaluation;
- Assist the engineer, contractor, construction manager/contract administrator, and inspector with interpretation of plans and specifications, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and the review and negotiation of change orders;
- Prepare "as-built" drawings.

4. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Huntington Beach with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder’s response:

A. Vendor Application Form and Cover Letter and Caltrans forms

- Complete **Appendix A**, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. Teaming is allowed. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Huntington Beach, California and the office from which the project will be managed. Consultants are advised to familiarize themselves with the responsibilities and requirements in the Caltrans Local Assistance Procedures Manual (link provided in **Appendix D**) and complete **ALL** attached Caltrans forms in **Appendix D** and included in the proposal. (Forms will not be counted toward the page count.)

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least five local references that received similar services from your firm. The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - ◆ Client Name
 - ◆ Project Description
 - ◆ Project start and end dates
 - ◆ Client project manager name, telephone number, and e-mail address

B. Cost Proposal/Rate Sheet (Separate Document)

In an effort to save time, interested proposers shall concurrently submit a detailed cost proposal for all services and materials anticipated to complete the work, and/or professional service rate sheet as a separate document and uploaded under the Cost File. Cost proposals shall include all personnel by classification, hours and hourly billing rates.

Due to the nature of the work that will involve Federal or State funding, the following shall apply for Consultants submitting:

- Cost proposals shall be provided using Caltrans' LAPM, Exhibit 10-H, and shall include all personnel by classification, hours and hourly billing rates (see **Appendix D**). Any proposed travel and/or mark-ups on outside services shall also be noted. The Cost Proposal shall note if there are any changes, or not, to the proposed rate(s) over time.
- Due to the nature of the work, state and federal prevailing wages will apply. Consultants shall not pay less than the maximum prevailing wage between the state and federal wage determinations for the same classifications.
- Include an executed Exhibit 10-K "Consultant Certification of Contract Costs and Financial Management System" for prime and all sub-consultants. A copy of

Exhibit 10-K is provided in **Appendix D** – Caltrans Forms. Due to federal contract provisions, no contract will be awarded to a consultant without an adequate financial management system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

6. PROCESS FOR SUBMITTING QUALIFICATIONS

City typically will advertised RFQ through PlanetBids.com, and will also advertise with local newspaper when a contract may be pertained to Federal or State grant funded projects. Interested firms are to provide the City with a thorough qualifications package using the following instructions:

- **Download RFQ**

Via the PlanetBids.com web site for the City as shown below, you will register and download the RFQ.

- <https://www.planetbids.com/portal/portal.cfm?CompanyID=15340>

- **Submission of Qualifications Package**

Complete written proposals must be submitted electronically in PDF file format via the Planetbids.com website no later than 4:00 p.m. (P.S.T) on November 13, 2020. Proposals will not be accepted after this deadline. Standard mail, faxed or e-mailed proposals will not be accepted.

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Inquiries**

Questions about this RFP must be directed in writing through the PlanetBids Q&A tab no later than 5:00 p.m. (PST) October 30, 2020 for response.

From the date that this RFQ is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contact name listed with this RFQ, except during the pre-proposal conference. Refer to the Schedule of Events of this RFQ or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFQ does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFQ, to negotiate with any qualified source, or to cancel this RFQ in part or in its entirety. All proposals will become the property of the City of Huntington Beach, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. EVALUATION CRITERIA

The City's evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The ranking will consist of the basic proposal for clarity and following all directions. Additionally, points will be awarded for Qualifications, Understanding and Methodology, and Staffing in each category. The Consultants in the top ranking will have References Checked, and an Interview, if necessary.

The following evaluation criteria are taken from Caltrans LPAM, Exhibit 10-B, in **Appendix D**.

- A. Understanding of the Work to be Done (25 points)
- B. Experience with Similar Kinds of Work (20 points)
- C. Quality of Staff for Work to be Done (15 points)
- D. Capability of Developing Innovative or Advanced Techniques (10 points)
- E. Familiarity with State and Federal Procedures (10 points)
- F. Financial Responsibility (10 points)
- G. Demonstrated Technical Ability (10 points)

A ranking will be performed with the subtotal score for each category (100 points max) and only the top contenders will be considered further.

- H. Reference Check - The City may also contact and evaluate the Consultant's and sub-consultant's references; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
- I. Business License - The Consultant will be required to have a valid City Business License. <http://www.huntingtonbeachca.gov/files/users/finance/business-license-application.pdf>
- J. Interview - After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview or video/voice conference interview, at the City's discretion, will be a question/answer format for clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, must be present at the oral interview or video/voice conference interview.
- K. A Notification of Intent to Award may be sent to the Consultant selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Consultants unless an agreement is reached. If contract

negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Consultant or withdraw the RFQ.

Due to the nature of the work that will involve Federal or State funding, the following shall apply for Consultants submitting:

- The successful firm may be selected by Caltrans for an audit or review through a risk based approach. It is recommended that interested proposers be familiar with Caltrans audit procedures including contract audits, incurred cost audits, financial management system reviews, ICR audits, and risk assessments. The successful firm will be asked to provide a completed ICR schedule prepared in accordance with applicable CFRs, a completed AASHTO Internal Control Questionnaire (ICQ), and a copy of the prior fiscal year and most recently completed fiscal year ICR Schedules and audited report by an independent CPA. Additionally, the successful firm must provide a CPA audited ICR report and a copy of the CPA audited financial statements.
- The City reserves the right to waive informalities and to contract with multiple firms or reject all proposals at its sole discretion. Consultants are encouraged to keep their proposals brief and relevant to the specific work required.

8. STANDARD TERMS AND CONDITIONS

- **Amendments**
The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Huntington Beach Procurement Registry, [Huntington Beach - Official City Web Site - Business - Bids & RFP's](#); bidders should check this web page daily for new information.
- **Cost for Preparing Proposal**
The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.
- **Contract Discussions**
Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See **Appendix B** for a sample agreement.
- **Confidentiality Requirements**
The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- **Financial Information**
The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

- Insurance Requirements

City Resolution 2008-63 requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in **Appendix C**. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

- Federally Funded Projects

The selected consultant(s) may be asked to submit task orders related to federally funded grant projects. Therefore, in accordance with Title 2 of the Code of Federal Regulation §200.323, in the case that only one bid is received that is both responsive and received from a qualified and responsible bidder, the City reserves the right to negotiate pricing prior to award. Bidder agrees to provide sufficient cost and pricing information for such negotiations.

In accordance with Title 2 of the Code of Federal Regulation §200.310 (b), a local preference will not be applied when evaluating offers and determining contract award. However, as noted earlier in this Request for Proposal, due to logistical and time sensitive items related to city projects, the City is requesting that any firm submitting a proposal be within a 25-mile radius of City of Huntington Beach City Hall.

The proposer certifies that it and its subcontractors will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. List as a disclosure any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Proposer or Proposer's subcontractors.

- DBE Information

Interested firms shall ensure that certified DBE firms have the opportunity to participate in the performance of the contract and must take all necessary and reasonable steps to facilitate participation by DBE firms for such assurance.

The City of Huntington Beach will be instituting a Disadvantaged Business Enterprise (DBE) goal of 2% for this contract, unless it is revised through an addendum to the RFQ. Attention is directed to the requirements in Exhibit 10-I "Notice to Proposers DBE Information" provided in **Appendix D** – Federal Forms.

The successful firm will be required to execute Exhibit 10-02 "Consultant Contract DBE Information", included in **Appendix D** – Federal Forms, for each Task Order that is reimbursed with federal funds. At the end of the Task Order the consultant will be required to prepare and execute Exhibit 17-F "Final Report - Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Sub-consultant". A copy of Exhibit 17-F is provided in **Appendix D** – Federal Forms.

- **Standard Form of Agreement**

The consultant will enter into an agreement with the City based upon the contents of the RFQ and the consultant's response. The City's standard form of agreement is included, along with any other potentially more restrictive terms and conditions as outlined in Caltrans' LAPM, Exhibit 10-R as **Appendix B**. The consultant shall carefully review the agreement, especially the indemnity and insurance provisions, as the standard form of agreement will not be changed, and must be accepted as is. Assuming the consultant is agreeable with no exceptions, a statement to that effect shall be included in the qualifications submittal.

- **Disclaimer**

This RFQ does not commit the City to either issue a RFP, award a contract, or to pay any costs incurred in the preparation of the RFQ response. The City reserves the right to extend the due date for the RFQ, accept or reject any or all qualifications submittals received as a result of this request, negotiate with any qualified consultant or cancel this RFQ in part or in its entirety without penalty.

- **Assigned Representatives**

The City will assign a responsible representative to administer the contract and to assist the consultant in obtaining information. The consultant shall also assign a responsible representative (project manager) and an alternate, who shall be identified in the RFQ response. The consultant's representative will remain in responsible charge of the consultant's duties from the notice-to-proceed through project completion. If the consultant's primary representative should be unable to continue with the project, then the alternate representative identified in the RFQ response shall become the project manager. Any substitution of representatives or sub-consultants identified in the RFQ response shall first be approved in writing by the City's representative. The City reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal, and may consider such changes not approved to be a breach of contract.

Please carefully review the Sample Agreement (Appendix B) and Insurance Requirements (Appendix C) before responding to the Request for Qualifications enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Qualifications must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

APPENDIX A

Request for Qualifications-Vendor Application Form

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

| | |
|--------------------------------------|--|
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> UNINCORPORATED ASSOCIATION |

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

| Names | Title | Phone |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Federal Tax Identification Number: _____

City of Huntington Beach Business License Number: _____

(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____

APPENDIX B

Sample City Agreement

SAMPLE

PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and, hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to provide

and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on , 20 (the "Commencement Date"). This Agreement shall automatically terminate from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than one year from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall

apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not

effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

TO CONSULTANT:

City of Huntington Beach

2000 Main Street
Huntington Beach, CA 92648

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act

contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement,

promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

30. GENERAL PRINCIPLES

CONSULTANT shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance", which can be viewed at https://www.ecfr.gov/cgi-in/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. CONSULTANT shall comply with all federal, State and other funding source requirements. CONSULTANT shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by CITY. CONSULTANT shall submit annually to the CITY a cost allocation plan in accordance with The Uniform Guidance.

31. COMPLIANCE WITH LAWS AND REGULATIONS

CONSULTANT shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules and

regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. CONSULTANT shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

32. EQUAL OPPORTUNITY

CONSULTANT shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall CONSULTANT discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

33. AFFIRMATIVE ACTION

Each CONSULTANT and subcontractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with all Affirmative Action Programs required by Federal or State law.

34. NON DISCRIMINATION

CONSULTANT shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 200-d), Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), Section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987

(P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

35. BYRD ANTI-LOBBYING AMENDMENT

CONSULTANT shall file Standard Form-LLL, "Disclosure Form to Report Lobbying," to certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CONSULTANT shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by CONSULTANT or CONSULTANT's Subcontractors. In accordance with 31 U.S.C. 1352, CONSULTANT shall also file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. CONSULTANT shall include this provision in all subcontracts and require each of its subcontractors to comply with the certification and disclosure requirements of this provision.

36. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL
ACT

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). CONSULTANT agrees to report each violation to the USDA and the appropriate EPA Regional Office.

37. CONTRACTING WITH SMALL AND MINORITY BUSINESSES,
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA
FIRMS

CONSULTANT shall, in accordance with 2 CFR 200.321 -Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firm by:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

38. PROCUREMENT OF RECOVERED MATERIALS

CONSULTANT shall comply with 2 CFR part 200.322. CONSULTANT shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. CONSULTANT certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements. For contracts over \$100,000 in total value, CONSULTANT shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to CITY upon request.

39. AUDIT AND INSPECTION

CONSULTANT agrees to maintain and/or make available within the CITY accurate books and accounting records relative to all its activities under this Agreement. Authorized federal, State or County representatives shall have the right to monitor, assess, or evaluate CONSULTANT's performance pursuant to this Agreement, said monitoring,

assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants. CONSULTANT assertions of confidentiality shall not be a bar to full access to the records.

40. AUDIT REQUIREMENT

CONSULTANTs that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

APPENDIX C

City's Insurance Requirements

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

| Vendor Type | Minimum Insurance Requirements | | | | | |
|---|--|--|------------------------|--------------------|--|---|
| | Automobile Liability | General Liability | Professional Liability | Property Insurance | Workers' Comp | Additional Insured Endorsements |
| <i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i> <i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i> | | | | | | |
| <i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i> | | | | | | |
| Contractors: Any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding. | Minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. Allows up to \$1,000 deductible.(See Note 1 below.) | Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. (Additional Insured Endorsement is always required with General Liability Ins.) | | | As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 2 below.) | Include the policy number and Additional Insured Endorsement Requirement statement below. (See Note 3 below.) |
| Permittees: Any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property. | | | | | | |
| Vendors: Any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation. | | | | | | |
| Note 1 - Automobile Liability: The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. Permittees who do not use vehicles or equipment in connection with the permit shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit 1 attached. | | | | | | |
| Note 2 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required. | | | | | | |
| Note 3 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City. | | | | | | |

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

| Vendor Type | Minimum Insurance Requirements | | | | | |
|--|--------------------------------|-------------------|---|--------------------|---------------|---------------------------------|
| | Automobile Liability | General Liability | Professional Liability | Property Insurance | Workers' Comp | Additional Insured Endorsements |
| <p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p> | | | | | | |
| <p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p> | | | | | | |
| <p>Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p> | | | Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible. | | | |
| <p>Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but are not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.</p> | | | | | | |
| <p>Claims made policies are acceptable if the policy further provides that:</p> <ol style="list-style-type: none"> 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit. 4) The reporting of circumstances or incidents that might give rise to future claims. | | | | | | |

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

| Vendor Type | Minimum Insurance Requirements | | | | | |
|--|--------------------------------|---|------------------------|---|--|---|
| | Automobile Liability | General Liability | Professional Liability | Property Insurance | Workers' Comp | Additional Insured Endorsements |
| <p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i></p> <p><i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p> | | | | | | |
| <p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p> | | | | | | |
| <p>Licensees/Lessees: Any persons or entities who contract with the City for the use of public property.</p> | | <p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible.</p> <p><i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i></p> | | <p>Full replacement cost with no coinsurance penalty provision.</p> | <p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. <i>(See Note 1 below.)</i></p> | <p>Include the policy number and Additional Insured Endorsement Requirement statement below. <i>(See Note 2.)</i></p> |
| <p>Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p> | | | | | | |
| <p>Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p> | | | | | | |

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII.

Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.

| Vendor Type | Minimum Insurance Requirements |
|---|---|
| | Professional Liability |
| Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City. | Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible. |
| Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants. | |
| <u>Claims made policies are acceptable if the policy further provides that:</u> 1) The policy retroactive date coincides with or precedes the professional services contractor’s start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit. 4) The reporting of circumstances or incidents that might give rise to future claims. | |

APPENDIX D

Caltrans Local Area Procedures Manual

(January 2020)

Link to Manual: <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/lapm.pdf>

Required forms start on next page.

EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET *

| <u>CONSULTANT/FIRM NAME:</u> | | |
|--|------------|--------|
| Criteria | Max Points | Rating |
| Understanding of the work to be done | 25 | |
| Experience with similar kinds of work | 20 | |
| Quality of staff for work to be done | 15 | |
| Capability of developing innovative or advanced techniques | 10 | |
| Familiarity with state and federal procedures | 10 | |
| Financial responsibility | 10 | |
| Demonstrated Technical Ability | 10 | |
| Total | 100 | |

EvaluatorContract Office

Print Name: _____

Initials: _____

Signature: _____

Date: _____

Date: _____

*Notes:

1. To maintain the integrity of a competitive negotiation/qualifications based selection procurement, the total of all allowable non-qualifications based evaluation criterion (such as local presence or DBE participation) cannot exceed ten (10) percent of the total evaluation criteria. The ten percent limitation applies only to non-qualifications based evaluation criterion and should not be considered as a limitation for specific DBE contract goals established by a contracting agency in accordance with its approved DBE program. (see http://www.fhwa.dot.gov/programadmin/172qa_07.cfm).
2. For projects other than "Architectural & Engineering" services, as defined in Section 10.1, cost is one of the criteria, or may be the sole criterion. DBE participation by the consultant shall not be used as one of the criteria listed above.
3. The evaluation criteria and suggested maximum points shown above are not mandatory, but are recommended in the interest of maintaining consistency among the hundreds of agencies utilizing federal or state funds.
4. The evaluation criteria and weighted values must be identified in the RFP. If the RFP has different evaluation criteria or weighted values then the information above would have to be changed to match. The Contract Office is to initial and date in the space provided to verify that the criteria and weighted values used in the evaluation sheet are appropriate and that the sheet has been completed correctly.
5. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and requirements are met.

Distribution: Local Agency Project Files

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|-------|-------|--------------------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

LABOR COSTS

a) Subtotal Direct Labor Costs _____

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] _____**INDIRECT COSTS**

d) Fringe Benefits (Rate: _____) e) Total Fringe Benefits [(c) x (d)] _____

f) Overhead (Rate: _____) g) Overhead [(c) x (f)] _____

h) General and Administrative (Rate: _____) i) Gen & Admin [(c) x (h)] _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] _____**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee _____] _____**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

| Description of Item | Quantity | Unit | Unit Cost | Total |
|---------------------|----------|-------|-----------|-------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

l) **TOTAL OTHER DIRECT COSTS** _____**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] _____**TOTAL COST** [(c) + (j) + (k) + (n)] _____**NOTES:**

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

| Direct Labor Subtotal per Cost Proposal | Total Hours per Cost Proposal | | Avg Hourly Rate | 5 Year Contract Duration |
|---|----------------------------------|---|-----------------------|--------------------------------|
| \$250,000.00 | 500 | = | \$50.00 | Year 1 Avg Hourly Rate |

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

| | Avg Hourly Rate | | Proposed Escalation | | | |
|--------|-----------------|---|---------------------|---|---------|------------------------|
| Year 1 | \$50.00 | + | 2% | = | \$51.00 | Year 2 Avg Hourly Rate |
| Year 2 | \$51.00 | + | 2% | = | \$52.02 | Year 3 Avg Hourly Rate |
| Year 3 | \$52.02 | + | 2% | = | \$53.06 | Year 4 Avg Hourly Rate |
| Year 4 | \$53.06 | + | 2% | = | \$54.12 | Year 5 Avg Hourly Rate |

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

| | Estimated % Completed Each Year | | Total Hours per Cost Proposal | | Total Hours per Year | |
|--------|------------------------------------|---|----------------------------------|---|-------------------------|------------------------|
| Year 1 | 20.0% | * | 5000 | = | 1000 | Estimated Hours Year 1 |
| Year 2 | 40.0% | * | 5000 | = | 2000 | Estimated Hours Year 2 |
| Year 3 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 3 |
| Year 4 | 15.0% | * | 5000 | = | 750 | Estimated Hours Year 4 |
| Year 5 | 10.0% | * | 5000 | = | 500 | Estimated Hours Year 5 |
| Total | 100% | | Total | = | 5000 | |

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

| | Avg Hourly Rate (calculated above) | | Estimated hours (calculated above) | | Cost per Year | |
|---|---------------------------------------|---|---------------------------------------|---|------------------|------------------------|
| Year 1 | \$50.00 | * | 1000 | = | \$50,000.00 | Estimated Hours Year 1 |
| Year 2 | \$51.00 | * | 2000 | = | \$102,000.00 | Estimated Hours Year 2 |
| Year 3 | \$52.02 | * | 750 | = | \$39,015.00 | Estimated Hours Year 3 |
| Year 4 | \$53.06 | * | 750 | = | \$39,795.30 | Estimated Hours Year 4 |
| Year 5 | \$54.12 | * | 500 | = | \$27,060.80 | Estimated Hours Year 5 |
| Total Direct Labor Cost with Escalation | | | | = | \$257,871.10 | |
| Direct Labor Subtotal before Escalation | | | | = | \$250,000.00 | |
| Estimated total of Direct Labor Salary Increase | | | | = | \$7,871.10 | Transfer to Page 1 |

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

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

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

BILLING INFORMATION

CALCULATION INFORMATION

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

(Add pages as necessary)

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

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

Project No. _____ Contract No. _____ Date _____

Note: Add additional pages if necessary.

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

| |
|--|
| |
|--|

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

☐ Prime Consultant☐ Subconsultant☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

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 | Billing Hourly Rate (\$) | Total (\$) |
|--------------------------------|-------|--------------------------|------------|
| Professional (Classification)* | _____ | _____ | _____ |
| Sub-professional/Technical** | _____ | _____ | _____ |
| EQUIPMENT 1 (with Operator) | _____ | _____ | _____ |
| EQUIPMENT 2 (with Operator) | _____ | _____ | _____ |

Consultant's Other Direct Costs (ODC) – Itemize:

| Description of Item | Quantity | Unit | Unit Cost | Total |
|---------------------|----------|------|-----------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Subconsultant 1: | | | | |
| Subconsultant 2: | | | | |
| Subconsultant 3: | | | | |
| Subconsultant 4: | | | | |
| Subconsultant 5: | | | | |

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK _____**NOTES:**

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

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

13. Generally Accepted Accounting Principles (GAAP)
14. Terms and conditions of the contract
15. [Title 23 United States Code Section 112](#) - Letting of Contracts
16. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
17. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
18. [48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

| |
|--|
| |
|--|

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in **best qualified consultant's executed consultant contract**. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#)
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on [Access to the DBE Query Form](#) located on the first line in the center of the page.

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

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

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

**EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF
INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM**

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate _____ % **OR**

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\);](#) and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount \$_____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is_____.
- Years of consultant's experience with 48 CFR Part 31 is_____.
- Audit history of the consultant's current and prior years (if applicable)

| | | |
|--|--|---|
| <input type="checkbox"/> Cognizant ICR Audit | <input type="checkbox"/> Local Gov't ICR Audit | <input type="checkbox"/> Caltrans ICR Audit |
| <input type="checkbox"/> CPA ICR Audit | <input type="checkbox"/> Federal Gov't ICR Audit | |

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____

Title**: _____

Signature: _____

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

Email**: _____

Phone Number**: _____

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

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-02 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 | | 14. TOTAL CLAIMED DBE PARTICIPATION | \$ |
| 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 _____ | | 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-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE. MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

This exhibit contains fiscal requirements from 2 CFR 200 and may be used for state-only funded contracts as well.

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ARTICLE I INTRODUCTION

This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

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 "LOCAL AGENCY" is as follows:

The Contract Administrator for LOCAL AGENCY will be

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated _____. The approved CONSULTANT's Cost Proposal is attached hereto (_____) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard AGREEMENTs)

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator 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 LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

(Option 2 - Use paragraphs A & B below for on-call AGREEMENTs)

- 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 LOCAL AGENCY'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 LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

(Insert Appropriate Statement of work including a Description of the Deliverables) *in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*)

A. CONSULTANT Services

Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see [LAPM Chapter 6: Environmental Procedures](#), and the Standard Environmental Reference).

B. Right of Way

State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.

C. Surveys

State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.

D. Subsurface Investigations

State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.

E. Local Agency Obligations

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.

H. CONSULTANT Services During Construction

The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules

AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, 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 AGREEMENT objectives.

J. Deliverables and Number of Copies

The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.

A. This AGREEMENT shall go into effect on (____), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (____), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.

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 AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs. Use [Exhibit 10-H1: Cost Proposal Format](#))

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the

Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(_____). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:
- I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed \$(_____).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

(Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use [Exhibit 10-H3: Cost Proposal Format](#)).

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$() per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

(Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements [such as on-call Agreements]. This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection. Use [Exhibit 10-H2: Cost Proposal Format](#)).

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

- F. *(Local Agency to include either (a) or (b) below; delete the other one)*
(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.
(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination

of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$ (). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

(Option 4 - Use paragraphs A through E below for lump sum agreements. Use [Exhibit 10-H1: Cost Proposal Format](#))

- A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.
- D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT

number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(_____).

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit

recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI 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 accepted 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 accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be

as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.
- E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. (Choose either Method 1, Method 2, or Method 3 below and delete the other two.)

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to

limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of [proposal](#) must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.

- b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
 1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit

to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due

the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The 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 AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist.

An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

(Include this article in all AGREEMENTs where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.)

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, 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 or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States 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.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other

arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. 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.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-02: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. [Contract Assurance](#)

[Under 49 CFR 26.13\(b\):](#)

[CONSULTANT, subrecipient 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 26 in the award and administration of federal-aid contracts.](#)

Failure by the CONSULTANT to carry out these requirements is a material breach of this [contract](#), which may result in the termination of this [contract](#) or such other remedy as the [recipient](#) deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying [CONSULTANT](#) from future [proposing](#) as non-responsible

E. [Termination and Substitution of DBE Subconsultants](#)

[CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.](#)

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

3. Maintain records including:

- Name and business address of each 1st-tier subconsultant
- Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. 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 CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

(Choose either Option 1 or Option 2)

(Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations).

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate 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.
- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

(Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations).

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

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

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five

(45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal)

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

(Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E)

- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV 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 LOCAL AGENCY Safety Officer and other LOCAL AGENCY 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 Vehicle Code §591, LOCAL AGENCY 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.

(Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper)

- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method,

operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, 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 AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, 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 AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

(For PS&E contracts add paragraph F, below, to paragraphs A through E, above)

- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

_____, Project Manager

LOCAL AGENCY:

_____, Contract Administrator

ARTICLE XXXIII CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT 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 AGREEMENT as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

(Name of Signer)
Date: _____

(Name of Signer)
Date: _____

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

| 1. Local Agency Contract Number | | 2. Federal-Aid Project Number | | 3. Local Agency | | 4. Contract Completion Date | |
|--|--|---------------------------------------|------------------------------|-----------------------|-----|-----------------------------|---------------------------|
| 5. Contractor/Consultant | | | 6. Business Address | | | 7. Final Contract Amount | |
| 8. Contract Item Number | 9. Description of Work, Service, or Materials Supplied | 10. Company Name and Business Address | 11. DBE Certification Number | 12. Contract Payments | | 13. Date Work Completed | 14. Date of Final Payment |
| | | | | Non-DBE | DBE | | |
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| 15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____ | | | | 16. TOTAL | | | |

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

| | | | | | | | |
|--|--|---|--|-----------|--|----------|--|
| 17. Contractor/Consultant Representative's Signature | | 18. Contractor/Consultant Representative's Name | | 19. Phone | | 20. Date | |
| I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED | | | | | | | |
| 21. Local Agency Representative's Signature | | 22. Local Agency Representative's Name | | 23. Phone | | 24. Date | |

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

APPENDIX E

City of Huntington Beach

Caltrans Approved Quality Assurance Program

(January 2016)

DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES
MATERIALS ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES
INDEPENDENT ASSURANCE AND REFERENCE SAMPLE PROGRAM BRANCH
TRANSPORTATION LABORATORY-MS 5
5900 FOLSOM BLVD.
SACRAMENTO, CA 95819-4612



*Flex your power!
Be energy efficient!*

Expiration Date: 03/02/2021**Status:** In Compliance**A. Document Originator****Name of Agency/Consultant:** City of Huntington Beach**Address:** _____**Telephone Number:** _____**Fax Number:** _____**Approved by:** Travis Hopkins, PE, Public Works Director, CE# 60560 / Exp. Date 12/3/16

The document will be reviewed for compliance to California Department of Transportation, Quality Assurance Program (QAP) Manual for Use by Local Agencies (Jan. 20, 2011 revision) and Federal Highway Administration, 23 CFR 637.

B. Document Reviewed

| ITEM NO. | DESCRIPTION |
|----------|---|
| 1 | The third revision of Quality Assurance Program (QAP) of City of Huntington Beach dated January 2016 (signed on 03/02/2016) was sent to our office on 04/25/2016 by Brett Barnett, with City of Huntington Beach. (PSOMMS) |

C. Notes

| ITEM NO. | DESCRIPTION |
|----------|--|
| 1 | This Document Has Been Found To Be In Compliance With Caltrans Requirements. |
| 2 | Acceptance Testing: will be done by a certified private/consultant materials laboratory. |
| 3 | Sampling Frequency: will be done per Attachment 2 of this QAP. |
| 4 | Independent Assurance Program: will be done by Caltrans or a certified private/consultant materials laboratory. |
| 5 | Caltrans District 12, Local Assistance must be notified if there is any change or deviation from this QAP. |

D. Reviewer**Name & Title:** Afsaneh Ostovar / Caltrans Local Assistance IA**E-Mail:** <afsaneh_ostovar@dot.ca.gov>**Phone:** 916-247-6311

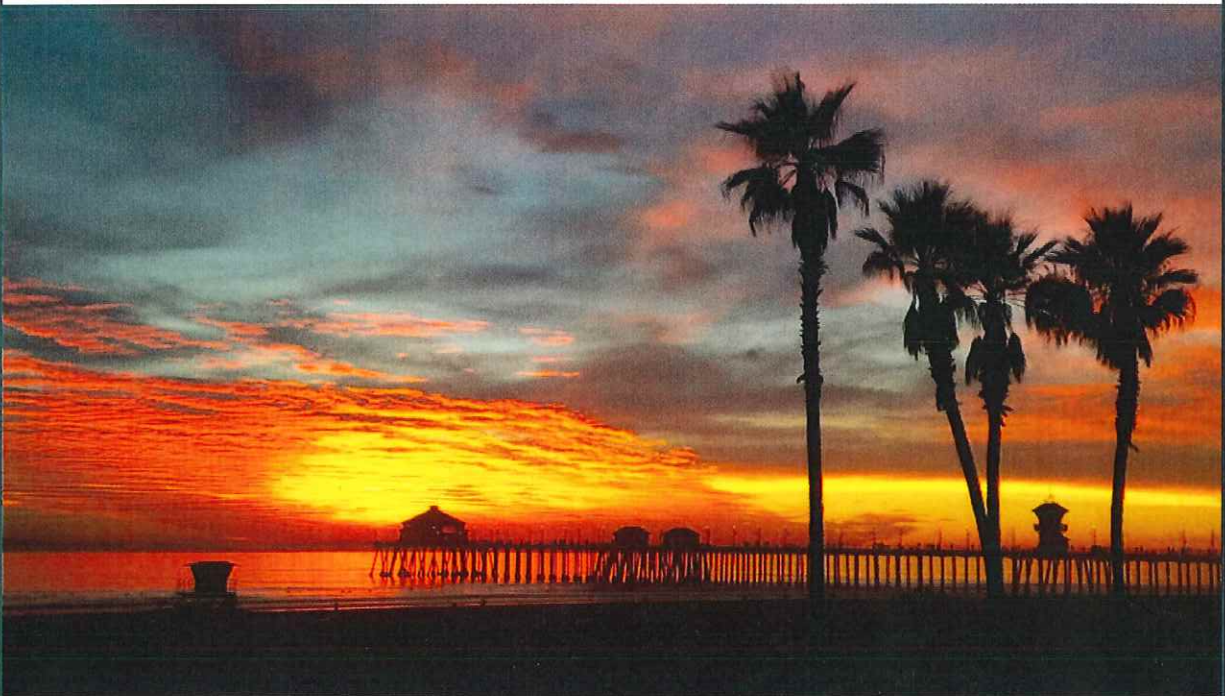


Signature

05/13/2016_____
Date

CITY OF HUNTINGTON BEACH

Quality Assurance Program



January 2016

CITY OF HUNTINGTON BEACH

Quality Assurance Program



CITY OF HUNTINGTON BEACH

Public Works Department
2000 Main Street
Huntington Beach, CA 92648

Approved by: _____

Travis Hopkins
Public Works Director

Date: _____

3-2-2016

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CITY OF HUNTINGTON BEACH

Quality Assurance Program

Introduction

The City of Huntington Beach (hereinafter called the "City") has prepared this Quality Assurance Program to provide assurance to State and Federal stakeholders that the materials incorporated into Federally-funded construction projects are in conformance with the contract specifications. The following terms and definitions are used in this Program:

- **Acceptance Testing (AT)** – Sampling and testing, or inspection, to determine the degree of compliance with contract documents.
- **Independent Assurance Program (IAP)** – Verification the AT is being performed correctly by qualified testers.
- **Quality Assurance Program (QAP)** – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT and IAP.
- **Source Inspection** – AT of manufactured and prefabricated materials at locations other than the job site generally at the manufactured location.

The City has determined that the California Test Methods will be used to meet the QAP requirements, and the QAP is founded upon the California Department of Transportation (Caltrans) Construction Manual and the Caltrans Independent Assurance (IA) Manual. Caltrans test methods are located at <http://www.dot.ca.gov/hq/esc/ctms/index.html>, with the Construction Manual located at <http://www.dot.ca.gov/hq/construc/constmanual/>, and the IA Manual at http://www.dot.ca.gov/dist1/d1lab/forms/2005_IA_Manual.pdf.

Materials Laboratory

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

All materials laboratories utilized by the City shall provide documentation that the laboratory complies with the following requirements:

1. **Correlation Testing Program** – The materials laboratory shall be a participant in one or more of the following testing programs:

- a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
2. **Certification of Personnel** – The materials laboratory personnel shall be certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt Institute, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
3. **Laboratory and Testing Equipment** – The materials laboratory shall only utilize laboratory and testing equipment that has been maintained in good working order and has been calibrated at least once per year by an impartial means utilizing devices of accuracy that conform to the requirements of the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP efforts of the Testing Laboratory to ensure the equipment conforms to this requirement.

Acceptance Testing

Acceptance Testing shall be performed by a materials laboratory certified to perform such testing in order to ensure the materials incorporated into the project are in conformance with the contract specifications.

All testing methods and procedures shall comply with Caltrans Methods or a nationally recognized testing standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies shall be in accordance with the contract specifications. If testing methods or procedures are not identified in the contract specifications, samples shall be taken at the locations and at the frequencies specified in Attachment 2 (Materials Acceptance Sampling and Testing Requirements).

Independent Assurance Program (IAP)

The Independent Assurance Program shall be provided by Caltrans, the City's certified materials laboratory, or consultant's certified materials laboratory. The purpose of the IAP is to verify that sampling and testing procedures are being performed in accordance with the appropriate standards and that all testing equipment is in good working condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of the IAP, and shall not be involved in any aspect of the Acceptance Testing.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of Independent Assurance tests shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. When unresolved discrepancies exist, a complete review of the Acceptance Testing shall be performed by the Independent Assurance Program personnel, or by an independent materials laboratory engaged by the City. Independent Assurance Program samples and tests are not to be utilized for determining compliance with contract requirements. Compliance with contract requirements is determined solely by the Acceptance Test.

Reporting Acceptance Testing Results

Reporting of materials test results shall conform to the following requirements:

- When the aggregate is sampled at materials plants, test results for Sieve Analysis, sand Equivalent, and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent, and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - (2) Test results for "R" Value and asphalt concrete extractions should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement treated base (CTB), hot mix asphalt (HMA), and other such materials, the time of such sampling shall be varied with respect to the time of day the sample is taken, insofar as possible, in order to avoid a predictable sampling routine. The reporting of Acceptance Test results shall be done on an expedited basis such as by FAX, telephone, or e-mail.

Testing of Manufactured Materials

During the design phase of the project, the Engineer of Record for the project may submit a "Source Inspection Request", see Attachment 3 (Sample Cover Memo Source Inspection Request Form), to the City's certified materials testing laboratory for inspection and testing of manufactured and prefabricated materials by their materials laboratory.

A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in Attachment 4 (Table 6-2.3 Materials Accepted by Certificate of Compliance). No Certificates of Compliance will be accepted unless given to the Resident Engineer at the time of delivery of the material. Any material that is delivered to the job site and no Certificate of Compliance is submitted to the Resident Engineer at the time of delivery may be subject to rejection at the discretion of the Resident Engineer. All Certificates of Compliance shall conform to the requirements of the contract specifications. For Examples, see Attachment 7 (Appendix J.1 Example of a Vendor's Certificate of Compliance).

Should the City request Caltrans to conduct the source materials inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services (METS). Guidance for coordinating the source inspection process with METS can be found in the Section 6-203A, "Source Inspection", Caltrans Construction Manual.

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

Project Certification

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The City shall include a "Materials Certificate" in the Report of Expenditures submitted to Caltrans District Director, Attention: District Local Assistance Engineer (DLAE). A copy of the "Materials Certificate" shall also be included in the City's construction records. The Resident Engineer in charge of the construction function for the City shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certificate", including changes by virtue of contract change orders (CCOs). For an example, see Attachment 9 (Examples of Materials Certificates/Exceptions).

Records

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

- The files shall be organized as described in Section 5-102, "Organization of Project Documents" of the Caltrans Construction Manual or per the local agency's project file system.
- Project records shall use forms adapted from the Caltrans Construction Manual, and modified to suit the City's requirements.

- The complete project file be available at a single location for inspection by City, Caltrans, and the Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three (3) years following the date of the final project voucher.
- The Resident Engineer may use a "Log Summary", as shown in Attachment 6 (Example of a Log Summary Sheet), to facilitate reviews of material sampling and testing by the City, Caltrans, and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

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

APPROVED BY: _____

Date: _____

Printed Name: Travis Hopkins

Title: Public Works Director, City of Huntington Beach

CE#/Expir. Date: CE#60560 / Expiration Date: ~~12/31/2016~~ 3/02/2021

ATTACHMENT 1



Division of Local Assistance, Office of Procedures Development and Training
Quality Assurance Program (QAP) Manual for Use by Local Agencies Revised January 20, 2011



Appendix E - Check List to Assist Local Agencies Monitor Acceptance Testing Requirements

| No. | Item | Yes, No or N/A |
|-----|--|----------------|
| 1 | Was the Resident Engineer able to present an approved QAP, when requested to do so? | |
| 2 | Were there Certificates of Compliance in the project files for materials that were accepted (without testing) on the project? | |
| 3 | Did the type and number of acceptance tests taken on the project match (or exceed) the minimum type and number required in the frequency tables of the approved QAP? | |
| 4 | Did all acceptance samplers and testers (local agency employees and/or consultants) have valid Certificates of Proficiency for the duration of the project? | |
| 5 | Were there calibration stickers firmly affixed to all the test equipment used by the acceptance samplers and testers on the project? | |
| 6 | Were the calibration dates on the stickers (affixed to the test equipment) within 12 months of the current date? | |
| 7 | Did the Resident Engineer have a log summary sheet of all acceptance tests performed on the project? | |
| 8 | If plant inspection and/or source inspection were performed on this project, were there test records to show that testing was performed for the items used? | |
| 9 | Did any acceptance samplers and testers get decertified for any test during the construction of the project? | |
| 10 | Did the Resident Engineer provide written approval of the PCC mix designs used on the project? | |
| 11 | Did the Resident Engineer provide written approval of the hot mix asphalt designs used on the project? | |
| 12 | If materials did not meet minimum specifications but were still used on the project, did the Resident Engineer fully document all testing and attach justifications for use and cost reduction information to the Materials Certificate? | |
| 13 | Did the Resident Engineer sign and date the Materials Certificate after the project was completed? | |

Note (for No. 3 above):

Assume that a concrete structure was 50% complete and approximately 1000 cubic yards of PCC will be used on the project. If the testing frequency in the local agency's QAP states that two concrete cylinders will be tested for compressive strength every 500 cubic yards, did the Resident Engineer have at least two compressive-strength tests in the project file? Likewise if the structure was 100% complete, were there four compressive-strength tests in the project file?

Printed Name of the Local Agency: _____

Printed Name of the Resident Engineer: _____

Printed Name of the Reviewer: _____

Date of Review: _____

**Table 6-1.4. Materials Acceptance Sampling and Testing Requirements:
Earthwork (2010 Standard Specifications Section 19) (1 of 3)**

| Test | Test Method | Sample Size & Container Size | Sampling Location (See Note 1) | Acceptance Test Frequency | Remarks |
|--|---------------------|--------------------------------|---|--|---|
| STRUCTURE BACKFILL (Section 19-3.02B) | | | | | |
| Sieve Analysis | California Test 202 | 50 lb | Materials site or stockpile | 1 every 3000 tons or 2000 cu yd; see Remarks | If material is uniform and well within specification limits, frequency may be decreased to 1 per day |
| Sand Equivalent | California Test 217 | | | | |
| Relative Compaction | California Test 231 | Sample for California Test 216 | Project site in accordance with California Test 231 | 1 every 2000 sq yd and test compaction at every 8 in. of thickness, see Remarks | Relative compaction test is required at each location structure backfill is placed |
| Maximum Wet Density | California Test 216 | 35 lb | Relative compaction test site locations | 1 every relative compaction test, see Remarks | Wet common-composite test maximum value may be used in accordance with California Test 231. |
| PERVIOUS BACKFILL (Section 19-3.02C) | | | | | |
| Sieve Analysis | California Test 202 | 50 lb | Stockpile | 1 every 3000 tons or 2000 cu yd, see Remarks | If material is uniform and well within specification limits, frequency may be decreased to 1 per day |
| BASEMENT MATERIAL (Section 19-5) | | | | | |
| R-Value | California Test 301 | 50 lb | Project site | Test to verify R-value if differing site conditions are encountered, see Remarks | R-value used in project designs are usually conservative and do not need to be field verified; when testing done for R-value in the materials report are incomplete because of preproject conditions then additional R-value testing should be requested to verify design R-value |
| Relative Compaction | California Test 231 | Sample for California Test 216 | California Test 216 | 1 every 2000 sq yd | |
| Maximum Wet Density | California Test 216 | 35 lb | Relative compaction test site locations | 1 every relative compaction test | |



Table 6-1.4. Materials Acceptance Sampling and Testing Requirements:
Earthwork (2010 Standard Specifications Section 19) (2 of 3)

| Test | Test Method | Sample Size & Container Size | Sampling Location (See Note 1) | Acceptance Test Frequency | Remarks |
|--|---------------------|--------------------------------|---|--|--|
| EMBANKMENT (Section 19-6) | | | | | |
| Relative Compaction | California Test 231 | Sample for California Test 216 | Project site in accordance with California Test 231 | 1 every 2000 sq yd and test compaction at every 8 in. of thickness | |
| Maximum Wet Density | California Test 216 | 35 lb | Relative compaction test site locations | 1 every relative compaction test, see Remarks | Wet common-composite test maximum value may be used in accordance with California Test 231 |
| GEOSYNTHETIC REINFORCED EMBANKMENT (Section 19-6.02B) | | | | | |
| Plasticity Index | California Test 204 | 50 lb | Materials site or stockpile | 1 per source prior to use | |
| pH | California Test 643 | | Materials site or stockpile | 1 per source prior to use | |
| Sieve Analysis | California Test 202 | 50 lb | Stockpile | Prior to use, 1 every 3000 tons or 2000 cu yd, see Remarks | If material is uniform and well within specification limits, the frequency may be decreased to 1 per day |
| IMPORTED BORROW (Section 19-7) | | | | | |
| R-Value | California Test 301 | 50 lb | Import borrow source | 1 per source, see Remarks | Test for R-value only when an R-value is specified for import borrow in the special provisions; if material at import borrow source is not uniform, increase testing frequency |
| SHOULDER BACKING WITH RECLAIMED AGGREGATES (Section 19-9) | | | | | |
| Sieve Analysis | California Test 202 | 50 lb | Materials site or stockpile | 1 every 3000 tons or 2000 cu yd, see Remarks | If material is uniform and well within specification limits, frequency may be decreased to 1 per day |
| Sand Equivalent | California Test 217 | | | | |

**Table 6-1.4. Materials Acceptance Sampling and Testing Requirements:
Earthwork (2010 Standard Specifications Section 19) (3 of 3)**

| Test | Test Method | Sample Size & Container Size | Sampling Location (See Note 1) | Acceptance Test Frequency | Remarks |
|--|------------------------------------|---------------------------------|-----------------------------------|--|--|
| SHOULDER BACKING (Section 19-9) | | | | | |
| Crushed Particles | California Test 205 | 50 lb | Materials site or stockpile | 1 per project prior to use | |
| Durability | California Test 229 | | Materials site or stockpile | 1 per project prior to use | |
| Unit Weight | California Test 212 Rodding Method | | Materials site or stockpile | 1 per project prior to use | |
| Sieve Analysis | California Test 202 | 50 lb | Materials site or stockpile | 1 every 3000 tons or 2000 cu yd, see Remarks | If material is uniform and well within specification limits, frequency may be decreased to 1 per day |
| Sand Equivalent | California Test 217 | | | | |

Note:

1. See California Test 125 for sampling procedures.



ATTACHMENT 3

Local Assistance Procedures Manual

EXHIBIT 16-V
Source Inspection Request to DLAE

**SAMPLE COVER MEMO SOURCE
INSPECTION REQUEST FROM
LOCAL AGENCY TO
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER**
(Prepared By Applicant On Applicant Letterhead)

To: (DLAE name)
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(District office Address)

Date: _____

Federal-aid Project Number: _____ (if one has been assigned)

Project Description _____

Project Location: _____

Subject: (Source Inspection for Project Name, County) _____

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection:

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection") _____

Any question you might have about the above materials should be directed
to: _____, at (phone #) _____.

Approved:

(Applicant Representative Name)

(DLAE name)
District Local Assistance Engineer

(Title)

(Date)

(Local agency, name & address)

Table 6-2.3. Materials Accepted by Certificate of Compliance (1 of 8)

| Material/Product | Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance) |
|--|---|
| Alternative earth retaining systems | Must state that the supplied material complies with the index criteria for the system at the time of prequalification. |
| Asphalt | <p>Certificate of compliances must include the following:</p> <ol style="list-style-type: none"> 1. Name and location of the supplier. 2. Grade of the asphalt. 3. The date and time of shipment. 4. A unique shipment number, such as a bill of lading number or manifest number. 5. A statement confirming that the transport vehicle was checked before loading and was found acceptable for the asphalt shipped. 6. The following wording: "<i>(Supplier name) hereby certifies that the asphalt product accompanying this certification was produced in accordance with the California Department of Transportation's Certification Program for Suppliers of Asphalt, and that this product complies in all respects with the requirements of the applicable specifications for the asphalt product identified on this document.</i> <p><i>I hereby certify by my signature that I have the authority to represent the supplier providing the accompanying asphalt product."</i></p> |
| Asphaltic emulsion | <p>Certificate of compliance must include the following:</p> <ol style="list-style-type: none"> 1. Shipment number and shipment date. 2. Source refinery, consignee, and destination. 3. Type and description of material with specific gravity and quantity. 4. Contract or purchase order number. 5. Signature by the manufacturer of the material and a statement that the material complies with the contract. |
| Asbestos cement pipe | |
| Asbestos sheet packing | |
| Asphalt modifier | Test results required with each truckload. |
| Asphalt rubber joint sealant | A certified test report of the results for the required tests performed within 12 months before the proposed use. |
| Backer rods | Must include manufacturer's statement of compatibility with the joint sealant to be used. |
| Barbed wire | |
| Blast cleaning material | |
| Bonding agent for repairing spalled surface area | Submittal of certificate of compliance required for contracts of less than 60 working days. |
| Bonding material | |
| Brick | |
| Cable-type restrainers Lock nuts | Certificate of compliance must be submitted with a copy of each required test report. |
| Cast iron pipe | |
| Cast iron manhole rings and covers | |

Table 6-2.3. Materials Accepted by Certificate of Compliance (2 of 8)

| Material/Product | Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance) |
|---|---|
| Chemical adhesive for bonding tie bars and dowel bars in concrete pavement | |
| Chemical adhesive for structures | Certificate of compliance must state compliance with ICBO AC 58 and Caltrans. Augmentation/Revisions to ICBO AC 58. |
| Concrete Admixture | Certificate of compliance from the manufacturer must certify that the admixture furnished is the same as that previously authorized or the authorized materials list. |
| Concrete Cementitious material | Certificate of compliance must include the source name and location. If the cementitious material is delivered directly to the job site, the certificate of compliance must be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete, the certificate of compliance must be signed by the concrete manufacturer. If blended cement is used, the certificate of compliance must include a statement signed by the blended cement supplier that shows the actual percentage of supplementary cementitious material, by weight, in the blend. |
| Concrete Curing compound | Certificate of compliance must include: 1. Test results for the tests specified in Section 90-1.01D(6) [90-7.01B] of the <i>Standard Specifications</i> . 2. Certification that the material was tested within 12 months before use. |
| Concrete Minor concrete | Before placing minor concrete from a source not previously used on the contract, a certificate of compliance stating that the minor concrete to be furnished complies with the contract requirements, including the specified minimum cementitious material content. |
| Ceramic tile | |
| Chain link fencing and railing | Certificate required for protective coating system. |
| Concrete anchorage devices | |
| Concrete pipe Circular reinforced direct design method, less than 60 inches in diameter | Certificate of compliance must: 1. Be signed by the manufacturer's quality control representative. 2. State that all materials and workmanship comply with the specifications and authorized shop drawings. |
| Copper pipe | |
| Corrugated metal pipe | |
| Crack sealant | Certificate of compliance must include: 1. Manufacturer's name 2. Production location 3. Product brand or trade name 4. Product designation 5. Batch or lot number 6. Crack treatment material type 7. Contractor or subcontractor name 8. Contract number 9. Lot size 10. Shipment date 11. Manufacturer's signature |
| Crash cushions | |
| Crumb rubber modifier | Test results required with each truck load. |

Table 6-2.3. Materials Accepted by Certificate of Compliance (3 of 8)

| Material/Product | Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance) |
|---|--|
| Culvert markers | |
| Delineators | Certificate of compliance required for: <ul style="list-style-type: none"> • Metal target plates • Enamel coating • Retroreflective sheeting |
| Dowel bar baskets | |
| Drop inlet grates and frames | |
| Drain tile | |
| Drip irrigation line | |
| Elastomeric bearing pads Plain | Certified test results for the elastomer. METS samples and tests bearing pads. |
| Elastomeric bearing pads Steel-reinforced | Certified test results. METS samples and tests bearing pads. |
| Electrical Battery backup system | Certificates of compliance is required for: <ul style="list-style-type: none"> • External cabinet • Batteries |
| Electrical Conductor | |
| Electrical Conduit (galvanized and plastic) | |
| Electrical Equipment | |
| Electrical Pull boxes (concrete and plastic) | |
| Electrical Service cabinets | |
| Epoxy | |
| Epoxy powder coating for dowel bars and tie bars | METS samples and tests epoxy coating. |
| Erosion control | Certificate of compliance is required for: <ul style="list-style-type: none"> • Straw • Fiber • Rolled erosion control product • Fasteners Certificate of compliance with attachments is required for: <ul style="list-style-type: none"> • Tackifier • Bonded fiber matrix • Polymer-stabilized fiber matrix |

Table 6-2.3. Materials Accepted by Certificate of Compliance (4 of 8)

| Material/Product | Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance) |
|---|---|
| Erosion control (continued) | <p>Certificates of compliance attachments include:</p> <ol style="list-style-type: none"> 1. Material Safety Data Sheet. 2. Product label. 3. List of applicable nonvisible pollutant indicators for soil amendment and stabilization products as shown in the table titled "Pollutant Testing Guidance Table" in the Caltrans <i>Construction Site Monitoring Program Guidance Manual</i>. 4. Report of acute and chronic toxicity tests on aquatic organisms conforming to EPA methods. 5. List of ingredients, including chemical formulation. 6. Properties of polyacrylamide in tackifier including: (1) percent purity by weight, (2) percent active content, (3) average molecular weight, and (4) charge density. |
| Expansion joint filler | |
| Fiberglass pipe | Certificate of compliance must be submitted with laboratory test results. |
| Filler material for repairing spalled surface areas | Submittal of certificate of compliance required for contracts of less than 60 working days. |
| Gabions | If PVC coating is shown, a suitable UV resistance additive must be blended with the PVC and the additive must be shown on the certificate of compliance. |
| Geocomposite drain | Certificate of compliance must certify that the drain produces the specified flow rate. The certificate must be accompanied by a flow capability graph for the geocomposite drain showing flow rates and the externally applied pressures and hydraulic gradients. Verification must be by an authorized laboratory for the flow capability graph. |
| Geosynthetics | Test sample representing each lot and minimum average roll value. |
| Glass beads | |
| Glue laminated timbers and decking | |
| Guide markers | |
| Irrigation hose | |
| Irrigation pipe | <p>Certificate of compliance required for:</p> <ul style="list-style-type: none"> • Polyethylene pipe. • Plastic pipe supply line for pipe with wall thickness of the bell less than the specified minimum wall thickness of the pipe. |
| Joint filler material | |
| Joint seals (Type A and AL) | Certified test report for each batch of sealant. |
| Joint seal (Type B) | <p>Certificate of compliance required for:</p> <ul style="list-style-type: none"> • Elastomeric joint seal • Lubricant-adhesive <p>Certificate of compliance must be submitted with certified test report for each lot of elastomeric joint seal and lubricant-adhesive. Test reports must include the seal movement rating, the manufacturer's minimum uncompressed width, and test results.</p> <p>METS samples and tests joint seal.</p> |



6-2.26

Table 6-2.3. Materials Accepted by Certificate of Compliance (5 of 8)

| Material/Product | Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance) |
|---|---|
| Joint seal Alternate joint seal assemblies | For alternative joint seal assemblies, a certificate of compliance must be submitted for each shipment of joint seal materials. The certificate must state that the materials and fabrication involved comply with the specifications and the data submitted in obtaining the authorization for the alternative joint seal assembly. METS samples and tests joint seal assemblies. |
| Joint seal Joint seal assemblies | METS samples and tests joint seal assemblies. |
| Lime | Certificate of compliance must include a statement certifying the lime furnished is the same as on the authorized material source list. |
| Machine spiral wound PVC pipeliners | Certificate of compliance for each reel of PVC strip must include: 1. Name of manufacturer 2. Plant location 3. Date of manufacture and shift 4. Cell classification 5. Unit mass 6. Average pipeliner stiffness and profile type |
| Markers | Certificate of compliance required for: <ul style="list-style-type: none"> • Metal target plates • Enamel coating • Retroreflective sheeting |
| Masonry block | Certificate of compliance required for: <ul style="list-style-type: none"> • Concrete masonry units • Aggregate for grout • Grout |
| Micro surfacing emulsion | |
| Mulch | |
| Open steel flooring and grating | |
| Overside drains | Certificate of compliance based on steel materials, aluminum materials or plastic materials. |
| Parking area seal material | |
| Pavement markers | |
| Pavement marking Paint or thermoplastic | |
| Plastic lumber | Laboratory test report. |
| Plastic traffic drums | |
| Plastic pipe for drainage | Certificate of compliance must include average pipe stiffness, resin material cell classification, and date of manufacture. For corrugated polyethylene pipe, manufacturer's copy of plant audits and test results from the National Transportation Products Evaluation Program for the current cycle of testing for each pipe diameter furnished. |
| Portable changeable message sign | |

Table 6-2.3. Materials Accepted by Certificate of Compliance (6 of 8)

| Material/Product | Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance) |
|---|--|
| Precast concrete Cementitious material used in precast concrete products | Certificate of compliance must be signed by the precast concrete product manufacturer. |
| Precast concrete Box culverts | Certificate of compliance must signed by the manufacturer's quality control representative for each shipment. |
| Precast concrete members | Certificate of compliance is for materials and workmanship incorporated in the work, and for testing and inspections that have been performed. |
| Precast raised traffic bars | |
| Preformed compression seal for concrete pavement | |
| Preformed membrane sheet | Must include type of sheet and the conditioner or primer application rates. |
| PTFE bearing materials | |
| Rapid strength concrete | Certificate of compliance is required for each delivery of aggregate, cementitious material, and admixtures used for calibration tests. The certificate of compliance must state that the source of the materials used for the calibration tests is the same source as to be used for the planned work. |
| Reinforcement | You may request that the contractor submits with certificate of compliance: 1. Copy of the certified mill test report for each heat and size of reinforcing steel showing physical and chemical analysis. 2. Two copies of a list of all reinforcement before starting reinforcement placement. |
| Reinforcement Epoxy-coated | Certificate of compliance for each shipment of epoxy-coated reinforcement must be submitted with: 1. Certification that the coated reinforcement complies with ASTM A 775/A 775M for bar reinforcement or ASTM A 884/A 884M, Class A, Type 1, for wire reinforcement. 2. All certifications specified in ASTM A 775/A 775M for bar reinforcement or ASTM A 884/A 884M for wire reinforcement. METS samples and tests epoxy coating. |
| Reinforcement Epoxy-coated prefabricated reinforcement | Certificate of compliance for each shipment of epoxy-coated prefabricated reinforcement must be submitted with: 1. Certification that the coated reinforcement complies with ASTM A 934/A 934M for bar reinforcement or ASTM A 884/A 884M Class A, Type 2 for wire reinforcement. 2. All certifications specified in ASTM A 934/A 934M for bar reinforcement or ASTM A 884/A 884M for wire reinforcement. METS samples and tests epoxy coating. |
| Reinforcement Epoxy-coating patching materials | Certificate of compliance for the patching material must include certification that the patching material is compatible with the epoxy powder to be used. |
| Reinforcement Headed bar | Certificate of compliance for each shipment of headed bar reinforcement must be submitted with: 1. Mill test reports for the: 1.1. Bar reinforcement 1.2. Head material 2. Production test reports 3. Daily production logs METS samples and tests headed bar. |



6-2.28

Table 6-2.3. Materials Accepted by Certificate of Compliance (7 of 8)

| Material/Product | Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance) |
|---|---|
| Reinforcement Splice material | Certificate of compliance for each shipment of splice material must be submitted with: <ol style="list-style-type: none"> 1. Type or series identification of the splice material, including tracking information for traceability. 2. Grade and size number of reinforcement to be spliced. 3. Statement that the splice material complies with the type of mechanical splice on the authorized material list. 4. For resistance-butt-welded material: <ol style="list-style-type: none"> 4.1. Heat number 4.2. Lot number 4.3. Mill certificates <p>METS samples and tests reinforcement splices.</p> |
| Sheet metal | |
| Sign panels | Certificates of compliance required for: <ul style="list-style-type: none"> • Aluminum sheeting • Retroreflective sheeting • Screened-process colors • Nonreflective, opaque, black film • Protective-overlay film |
| Silicone joint sealant | A certified test report of the results for the required tests performed within 12 months before the proposed use. |
| Slotted edge drain | |
| Snow poles | |
| Snow plow deflectors polyethylene material | |
| Soil amendment | |
| Steel crib wall | |
| Steel pipe piles | The certificate of compliance must be signed by the plant's quality control representative. The quality control representative must be on record with the Office of Structural Materials. Certificate of compliance must include: <ol style="list-style-type: none"> 1. Statement that all materials and workmanship incorporated in the work and all required tests and inspections of this work have been performed as described. 2. Certified mill test reports for each heat number of steel used in pipe piles being furnished. 3. Test reports for tensile, chemical, and any specified non-destructive test (NDT) must be based on test samples taken from the base metal, steel, coil, or from the manufactured or fabricated piles. 4. Calculated carbon equivalent. The carbon equivalent may be shown on the mill test report. |
| Structural plate culverts | Certificate of compliance required for: <ul style="list-style-type: none"> • Structural metal plate pipe • Arches • Pipe arches • Metal liner plate pipe |
| Structural shape steel piles | Certificate of compliance must include a statement that all materials and workmanship incorporated in the work and all required tests and inspections of this work have been performed as described. |

Table 6-2.3. Materials Accepted by Certificate of Compliance (8 of 8)

| Material/Product | Remarks (Including Requirements for Additional Backup Information Required with Certificate of Compliance) |
|---|--|
| Structural composite lumber used in falsework | |
| Structural steel thermal spray coat Wire feedstock | |
| Styrofoam filler | |
| Subsurface drain | |
| Temporary concrete washout | Certificate of compliance required for: <ul style="list-style-type: none"> • Gravel-filled bag • Plastic liner |
| Temporary fence (Type ESA) | Certificate of compliance required for: <ul style="list-style-type: none"> • High visibility fabric • Safety caps for metal posts |
| Temporary linear sediment barrier | Certificate of compliance required for: <ul style="list-style-type: none"> • Fiber roll • Safety cap for metal posts • Silt fence fabric • Sediment filter bag • Foam barrier • Gravel-filled bag fabric |
| Temporary railing (Type K) | |
| Thermoplastic | |
| Tie bars | METS samples and tests epoxy coating. |
| Tie bar baskets | METS samples and tests epoxy coating. |
| Timber products (treated and untreated) | Certificate of compliance for timber and lumber must state the species of the material to be shipped and include a certified grading report. If treated, certified treating report. |
| Threaded tie bar splice couplers | |
| Traffic stripe Paint or thermoplastic | |
| Turf sod | |
| Underdrains | Certificate of compliance required for: <ul style="list-style-type: none"> • Type of pipe • Tubing • Fitting |
| Waterproofing fabric | |
| Waterstop | Certificate of compliance for waterstop material must state compliance with paragraph 6 of Army Corps of Engineers CRD-C 572. |
| Welded wire fabric | |
| Wire mesh fencing | |

ATTACHMENT 5



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Appendix G - Example of an Acceptance Testing Record

Material Tested: Fresh Concrete

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

Type of Work: Retaining Wall Foundation

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

Printed Name of Acceptance Tester: Bill Johnson

Company: ABC Engineering Company (Middletown, CA)

Date: 07/07/07

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



Appendix H - Example of a Log Summary Sheet

Subgrade Materials

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

CT 231 = Compaction (Nuclear Gage)

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

Aggregates and Base Materials

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

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



Appendix H (continued)

Hot Mix Asphalt

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

CT 339 = Distributor Spread Rate, CT 366 = Stabilometer Value

CT 375 = In-Place Density & Relative Compaction

Portland Cement Concrete

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

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

ATTACHMENT 7



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Appendix J.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
MR-0543 (REV. 5/93) #CT-7541-6020-2

☐ PRECAST CONCRETE PRODUCTS OR ☒ **SOUNDWALL**

TO: **BILL SYNDER**

STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

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

CONTRACT NUMBER:

CEMENT BRAND
XYZ CEMENT CO.
TYPE
II MODIFIED

MILL LOCATION
**MIDLAND,
CALIFORNIA**

CHEMICAL ADMIXTURE

1. BRAND
ABC ADMIXTURE
TYPE
WATER REDUCER

MANUFACTURER
XYZ SUPPLIER

2. BRAND

TYPE

MANUFACTURER

☐ CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE

MANUFACTURER
POZZ. INC.

CLASS
F

☐ CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

DELIVERY DATE (Ready-Mix)
7/7/07

DATES OF FABRICATION (Precast)

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

*Portland Cement
Flyash
Water Reducer*

MANUFACTURER OF CONCRETE PRODUCTS

A.E.B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE

Joe Anderson

FM 93 1839

Original to Res. Engr. Retain Duplicate.

OSP 01 55624

ATTACHMENT 8



Appendix J.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement

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

Local Agency Project No.

HP21L - 5055 - 111

Albert Howakowa

Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07



**Appendix K - Examples of Materials Certificates/Exceptions
(Signed by the Resident Engineer at the Completion
of the Project)**

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

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling ☒ and testing were in conformity with the approved plans and specifications.

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

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

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

7/7/07
(Date)

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

See the attachment (next page)



Appendix K (continued)

Attachments: Materials Exceptions (Acceptance Testing)

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

Bill Sanders

Resident Engineer (Print Name)

Bill Sanders

Resident Engineer (Signature)

July 4, 2007

Date

ATTACHMENT 10



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Appendix L - Check List for Local Agencies to Help Monitor Independent Assurance Requirements

| No. | Item | Yes, No Or N/A |
|-----|--|-------------------|
| 1 | Did the IA person have a letter (or contract) stating he (or she) was authorized to perform IA services for the city or county? | |
| 2 | Did the IA person have a recent Qualification Certificate from a qualified tester from a qualified laboratory that regularly participates in Reference Samples Programs with AMRL and CCRL? | |
| 3 | Did the IA person maintain separate files for each acceptance sampler and tester for all local agency projects? | |
| 4 | Did the IA person have annual Split-Sample Test records for each acceptance tester for all local agency projects? | |
| 5 | Did the Split-Sample Testing include the following tests: sieve analysis, sand equivalent, cleanness, slump (or penetration) of fresh concrete air content of fresh concrete, unit weight of fresh concrete, compaction of hardened hot mix asphalt? | |
| 6 | Did the IA person have annual Witness Test records for each acceptance sampler and tester for all local agency projects? | |
| 7 | On each project, did the IA records include: certification, decertification, and recertification for each acceptance sampler and tester? | |
| 8 | Did the IA person have annual Certificates of Proficiency for each acceptance sampler and tester for all local agency projects? | |
| 9 | Did the IA person issue annual Laboratory Certificates for each laboratory that performed tests for all local agency projects? | |
| 10 | Did the IA person verify that all test equipment for each acceptance tester conformed to current test standards and the equipment had firmly affixed calibration stickers (dated within the last 12 months)? | |
| 11 | Did the IA person train acceptance samplers and testers and also perform IA services involving these people?* | |
| 12 | Did the IA person use separate materials testing equipment than used by the acceptance testers? | |

Printed Name of the City or County: _____

Printed Name of the IA Person: _____

Printed Name of the Reviewer: _____

Date of Review: _____

*Answer is "no", others should be "yes" or "not applicable"