

## EXHIBIT A

### PROFESSIONAL SERVICES AGREEMENT

#### AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of July, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and KASL Consulting Engineers, Inc., 7777 Greenback Lane, Suite 104, Citrus Heights, CA 95610, a California corporation ("Consultant").

#### RECITALS

**WHEREAS**, City has determined that it requires the following professional services from a consultant to design services for the Chestnut Street Corridor Project; and

**WHEREAS**, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the legislative body of the City on July 27, 2015, by Resolution No. \_\_\_\_\_-2015, authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

**NOW, THEREFORE**, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

#### 1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows: The project's primary purpose is the construction of a multi-use path on the north side of Chestnut Street from Franklin Street to Ebbing Way as well as associated modifications to parking, utilities, drainage, and traffic control.

The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, shall be agreed upon in writing. For special cases where it is essential that the extra work be performed immediately, execution of an amendment to the Agreement covering the changes shall be completed as soon as possible.

## 2. TERM

The Agreement term will commence on July 27, 2015 and expire on April 30, 2016 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

## 3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

a. City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed **\$77,600.00** (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. The Not to Exceed Amount includes salary, fringe benefits, overhead, profit, and all other expenses incurred by the consultant. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice.

b. **COST PRINCIPLES.** The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., are the governing factors regarding allowable elements of cost. Also the administrative requirements set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are also included in this Agreement. This also applies to all subcontracts in excess of \$25,000.

## 4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 8 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by **April 30, 2016** (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

## 5. INDEPENDENT CONTRACTOR

a. Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

b. Detail based on the services to be furnished by the consultant. Nature and extent verified in the negotiations to make precise statements to eliminate subsequent uncertainties and misunderstandings. It also includes any milestones and due date of each milestone; description of the deliverables; form of the deliverables; and effort involved in each deliverable. Describes acceptance criteria. Environmental documents are not considered complete until final FHWA and/or State approval. A signed CE, FONSI, or published ROD is to be approved or completed by FHWA (see Chapter 6, "Environmental Procedures" of the Local Assistance Procedures Manual [LAPM]).

## 6. SUBCONTRACTING

a. The Consultant shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

b. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

c. Any substitution of subcontractors must be approved in writing by the City's Contract Manager.

d. Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

NOTE: If subcontractors are used, provisions regarding "Prompt Payment of Withheld Funds to Subcontractors" must be met.

## 7. RECORD RETENTION

For the purpose of determining compliance with Public Contracts Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, the Consultant, subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such 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. The State, the State Auditor, City, Federal Highway Administration ("FHWA"), or any duly authorized

representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the Agreement for audit, examination, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

## 8. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. The Consultant should not substitute key personnel (Project Manager and others listed by name in the cost proposal) or subcontractors without prior written approval from the City. The Consultant must request and justify the need for the substitution and obtain approval from the City prior to use of a different subcontractor on the Agreement. The proposed substituted person must be as qualified as the original, and at the same or lower cost.

c. For engineering types of Consultant contracts, the Consultant's Project Manager must be a registered Engineer in the State of California.

## 9. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

## 10. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

## 11. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement .

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as

well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## 12. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. Workers Compensation Insurance. Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

j. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

k. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

### 13. FAIR EMPLOYMENT PRACTICES ADDENDUM AND NON-DISCRIMINATION ASSURANCES

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted



contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as recipient deems appropriate.

#### 14. DISADVANTAGED BUSINESS ENTERPRISE CONSIDERATION

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I “Notice to Proposers Disadvantaged Business Enterprise Information.” If the contract has a DBE goal, the consultant must meet the DBE goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, the consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are to be included in the consultant contract.

#### 15. LICENSES & PERMITS

##### a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

##### b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

#### 16. CONSULTANT REPORTS AND/OR MEETINGS

a. The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Manager to determine, if the 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. The Consultant’s Project Manager shall meet with the City’s Contract Manager, as needed, to discuss progress on the contract.

#### 17. DOCUMENTATION, OWNERSHIP OF WORK PRODUCTS, AND TREATMENT OF DOCUMENTS

a. Consultant shall document the results of the work to the satisfaction of the City, and if applicable, the State and FHWA. This may include preparation of progress

and final reports, plans, specifications and estimates, or similar evidence of attainment of the agreement objectives.

b. The Consultant shall sign all plans, specifications, estimates, and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

c. All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

## 18. DISPUTES

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 the City's Contract Manager and the City Manager, who may consider written or verbal information submitted by the Consultant.

b. Not later than thirty (30) days after completion of all work under the Agreement, the Consultant may request review by the City Council of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

c. Neither the pendency of a dispute, nor its consideration by the committee will excuse the Consultant from full and timely performance in accordance with the terms of this Agreement.

## 19. TERMINATION AND REMEDIES

a. City may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

## 20. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

## 21. REPRESENTATIVES

a. City representative for purposes of this Agreement will be David W. Goble, Director of Public Works. Consultant representative for purposes of this Agreement will be Neil Graber, P.E. Vice President. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

Jack C. Scroggs  
KASL Consulting Engineers, Inc.  
7777 Greenback Lane, Suite 104  
Citrus Heights, CA 95610

Any written notice to City shall be sent to:

Tom Varga  
Public Works Director  
City of Fort Bragg  
416 N. Franklin Street  
Fort Bragg, California 95437

## 22. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

## 23. COVENANT AGAINST CONTINGENT FEES, REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

a. The Consultant warrants, by execution of Exhibit B "Certification of Consultant, Commission & Fees," that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

c. The Consultant warrants and represents that it has not participated in any lobbying activities prohibited by Exhibit H and that any lobbying activities of Consultant are properly disclosed in Exhibit I.

## 24. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form

700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

## 25. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

## 26. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

27. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

28. COUNTERPARTS

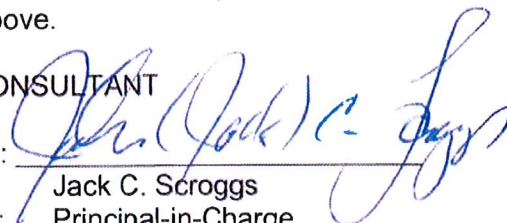
This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

By: \_\_\_\_\_  
Linda Ruffing  
Its: City Manager

CONSULTANT

By:   
Jack C. Scroggs  
Its: Principal-in-Charge

ATTEST:

[Attach Notary Page]

By: \_\_\_\_\_  
Brenda Jourdain  
Administrative Assistant

APPROVED AS TO FORM:

By: "See Attached Signature"  
Samantha W. Zutler, City Attorney

Exhibits:	Exhibit A	Consultant's Proposal – Scope of Work and Budget & Schedule of Charges
	Exhibit B	Local Assistance Procedures Manual (LAPM) Exhibit 10-F "Certification of Consultant, Commissions & Fees"
	Exhibit C	LAPM Exhibit 10-G "Certification of Agency"
	Exhibit D	LAPM Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information"
	Exhibit E	LAPM Exhibit 10-J "Standard Agreement for Subcontractor/DBE Participation"
	Exhibit F	LAPM Exhibit 10-O1 and 2 "Local Agency Proposers DBE & DBE Information (Consultant Contracts)"

27. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

28. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

CONSULTANT

By: \_\_\_\_\_  
Linda Ruffing  
Its: City Manager

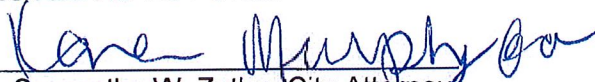
By: \_\_\_\_\_  
Jack C. Scroggs  
Its: Principal-in-Charge

ATTEST:

[Attach Notary Page]

By: \_\_\_\_\_  
Brenda Jourdain  
Administrative Assistant

APPROVED AS TO FORM:

By:   
Samantha W. Zutler, City Attorney

Exhibits:	Exhibit A	Consultant's Proposal – Scope of Work and Budget & Schedule of Charges
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	Exhibit F	LAPM Exhibit 10-O1 and 2 "Local Agency Proposers DBE & DBE Information (Consultant Contracts)"

Exhibit G	LAPM Exhibit 17-F “Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors”
Exhibit H	LAPM Exhibit 10-P “Nonlobbying Certification for Federal-Aid Contracts”
Exhibit I	LAPM Exhibit 10-Q “Disclosure of Lobbying Activities”

Consultant Agreement – Federal Funding (Jan 2014)



PROPOSAL FOR CONSULTANT SERVICES FOR FINAL DESIGN SERVICES  
AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE CHESTNUT STREET  
CORRIDOR IMPROVEMENT PROJECT



## E. SCOPE OF WORK

The following scope of work tasks are proposed in response to the City's request for services.

### ✓ Preliminary Document and Data Review

As preparers of the Chestnut Street Corridor Conceptual Plan and Right of Way Feasibility Study we are familiar with the design recommendations and the pedestrian, bicycle, vehicle safety and traffic calming facilities proposed therein. We will review with City Staff revisions to Option A suggested by the City Council. Available right of way is critical to the design and implementation of the Corridor improvements. With Cliff Zimmerman, we will review the right of way documents previously prepared for the Chestnut Street Planning Study by Cliff and Vance Ricks, PLS. KASL will obtain copies of Archaeological, Historic and Phase 1 Assessment Studies completed by the City for the Chestnut Corridor Study. We will also obtain updates to traffic studies, intersection studies and police accident reports available for Chestnut Street since 2012.

#### Deliverables:

- ☐ Checklist of Background Document and Data Review
- ☐ Summary of Findings

### ✓ Kick-Off Meeting

A Kick-off Meeting will be scheduled with City of Fort Bragg Public Works and Planning Staff, Fort Bragg Unified School District personnel, Fort Bragg Police and Caltrans District 1 representatives, if available. We shall coordinate with the City inviting other stakeholders who should also participate in this initial meeting. We will review with the City Project goals and objectives and, in particular, elements of the feasibility study that may be modified, deleted or added to meet the project requirements. The availability of funding will be reviewed and how the construction of project improvements could be phased in response to available funds. KASL will review with stakeholders the most critical elements of the Project, which elements must be completed to satisfy project goals and objectives and which elements could be considered as "add alternates".

With the City's permission, KASL shall prepare the Meeting Agenda. KASL shall also prepare the meeting minutes and will include the City's directives and action items. From previous assignments, KASL has available the City's GIS database and scaled aerial photos. These shall be used to help identify specific areas of concern and emphasis. While existing mapping will be helpful in meeting this objective we recommend that either prior to, or immediately after, the in-office meeting, a "job walk" be conducted from Franklin Street to the entrance to the High School Football Stadium east of Dana Street. We propose that the City's Project Manager and support staff from the City Planning Department and Public Works Department join with the KASL team in this pre-meeting job walk to ensure that the City's goals and objectives are met with the Project design.

#### Deliverables:

- ☐ Meeting Agenda
- ☐ Meeting Minutes, Directives, Action Items
- ☐ Job Walk Photos and Notes

### ✓ Topographic and Base Mapping

For the Chestnut Street Corridor Plan Studies, KASL conducted extensive topographic data collection at each intersection. This information will be used in intersection grading, drainage, bulbout and accessibility design. We previously collected extensive survey data at each driveway. This information will be used to design the new multi-use trail improvements, the reconstruction of driveways and the design of driveway conforms. KASL previously located and mapped existing structures, trees, fences and visible utilities within 25 feet, each side, of the top back of walk or top back of curb. This information will be used for utility coordination and to resolve design conflicts with existing public and private improvements. With our subconsultants, Vance Ricks and Cliff Zimmerman, KASL also identified rights of way available within the Project Corridor.

To supplement the previously compiled topographic and base mapping data, KASL will collect centerline street elevations and complete cross sections for the northerly half of the street at 50 foot intervals. From our previous experience in Fort Bragg we



PROPOSAL FOR CONSULTANT SERVICES FOR FINAL DESIGN SERVICES  
AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE CHESTNUT STREET  
CORRIDOR IMPROVEMENT PROJECT



## E. SCOPE OF WORK

have determined that gutter flow line grades are not uniform and can vary between cross sections. In response, we will verify gutter flow line grades at all existing driveways and at all culverts to supplement the information available from the cross sections. Additional gutter flow line and back of walk elevations will be collected at 25 foot intervals, as necessary. Flow lines and inverts will be collected at all storm drain manholes and drainage inlets and at sewer manholes. Supplemental survey data will be collected to maintain drainage from private properties and to provide adequate drainage at intersecting streets and alleys. Cross gutter drains and under sidewalk drains may be included in the Project design, as suggested by the City, to maintain and to improve Corridor drainage.

Topographic data will be collected for intersecting streets for a distance of at least 50 feet from the curb returns at Chestnut. This information will supplement previously collected topographic data and will assist with the design of "side street" drainage, traffic calming, roadway, pedestrian and bicycle safety improvements.

### Deliverables:

- ☐ Updated Topographic Survey Data and Base Mapping

### Parking Study

The number of existing on street parking spaces within the Corridor limits will be determined as well as the number of on street parking spaces available after the Project is implemented. Measures to improve post project on street parking capacity will be reviewed with the City. Requirements for long term and short term parking near the Redwood School, Dana Gray School and the Fort Bragg High School will be reviewed with the Fort Bragg Unified School District. Opportunities for parking along intersecting streets will be identified and mapped. Dawn Penman, our subconsultant Traffic Engineer, will assist KASL with the Parking Study.

### Deliverables:

- ☐ Inventory of Existing Available On Street Parking
- ☐ Post Project On Street Parking Count
- ☐ Suggested Measures / Locations to Augment On Street Parking

- ☐ Memo Regarding Critical Parking Requirements Near Fort Bragg Schools

### Traffic Issues

Opportunities and constraints for U Turns along the Corridor will be identified and included in the Project design. Typically, 42 to 45 feet is the minimum outside diameter required to adequately maneuver a U-Turn. This turning circle will typically not be available with the construction of Corridor improvements as currently proposed. We will review with the City the posting of "No U Turn" signs and the feasibility of including a mini-roundabout or turning circle at the intersection with Franklin Boulevard and perhaps at one intersecting street near the east end of the Corridor (e.g. Lincoln Street or Sanderson Way) which could safely facilitate U Turn movements.

On street parking and bulbouts will be designed to avoid creating blind spots and to facilitate sight distances at intersecting streets and driveways.

### Deliverables:

- ☐ U Turn Restriction Measures
- ☐ Preliminary Design of Mini Roundabouts and Turning circles (two locations)
- ☐ Sign Distance Analysis and Recommended On Street Parking Restrictions at Intersecting Corners and Driveways

### Coordination with the Fort Bragg Unified School District

The Chestnut Street Corridor serves three Fort Bragg Unified School District schools. Improving pedestrian, bicycle and vehicle safety for students, parents, faculty and guests are primary objectives of the Project design. KASL will review Chestnut Corridor design criteria with Fort Bragg Unified School District Staff including:

- Critical Parking Needs
- Peak Hour Commuter Movements
- Pedestrian and Bicycle Routes
- Bus Turning Movements

Bus turning templates will be used to insure that school buses can adequately negotiate traffic calming bulbouts and raised crosswalks. To provide for the safety of pedestrians and bicyclists, high

PROPOSAL FOR CONSULTANT SERVICES FOR FINAL DESIGN SERVICES  
AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE CHESTNUT STREET  
CORRIDOR IMPROVEMENT PROJECT



## E. SCOPE OF WORK

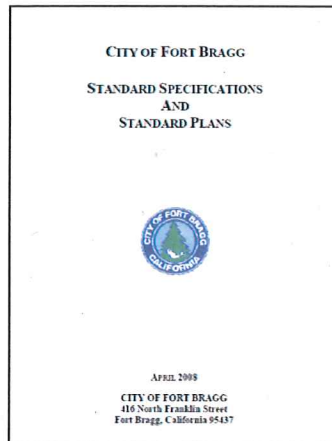
visibility crosswalks, lighting, clear signing and striping and electronic speed advisory signs are included in the project design. We will seek the advice of school officials how the safety of their students can be further enhanced with the proposed Project.

### Deliverables:

- Design Memo School Parking, Safety and Bus Criteria

### Preparation of Technical Specifications and Special Provisions

Technical Specifications and Special Provisions shall be prepared consistent with City of Fort Bragg Standard Specifications and Federal and State requirements. The Special Provisions prepared as part of this task shall include notification that the Contractor must conform to applicable requirements of Table 49 CFR (Code of Federal Regulations) Part 26 entitled



"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". KASL has previously completed the preparation of plans and specifications where Federal and State funds were included and where funds were administered in accordance with the Caltrans Local Assistance Program Manual (LAPM). We shall review these provisions with the City and the Caltrans LAPM coordinator assigned to this Project.

In the Special Provisions, prospective bidders shall be fully informed regarding Federal Requirements and the Caltrans Disadvantaged Business Enterprise (DBE) program. DBEs and Underutilized Disadvantaged Business Enterprises (UDBEs) shall be clearly defined and the DBE and UDBE goals clearly identified. Similar Special Provisions were included in previous Federal and State funded Contract Documents prepared by KASL for the City of Fort Bragg.

We shall confirm with the City and Caltrans that necessary DBE / UDBE commitment forms are included in the documents to be completed by bidders and the selected Contractor.

### Deliverables:

- ☐ Draft Technical Specifications and Special Provisions
- ☐ Required DBE and UDBE Contract and Bid Forms

### Coordination with Caltrans District 1

Caltrans will administer the funding for the Chestnut Corridor design and construction stages.

We shall coordinate with the City the preparation of the Special Provisions, the determination of the Project-specific DBE / UDBE goals, confirmation that necessary Federal and State instructions, notices and forms have been included in the Contract Documents and that the proposed Chestnut Corridor Improvement Plans and Technical Specifications conform to the City's approved funding application(s).



With approval by the City, preliminary and final Improvement Plans, Technical Specifications, Special Provisions and Estimates shall be submitted to the Caltrans LAPM coordinator for review and approval.

In other Federal grant funded projects administered by Caltrans KASL has coordinated review meetings for our clients, the Caltrans LAPM and the KASL Project Manager. These coordination meetings have proven effective in resolving issues and in keeping the Grant Project on schedule. We shall review with the City of Fort Bragg the benefits of Caltrans coordination meeting(s) for the Chestnut Corridor Design.

### Deliverables:

- ☐ Copies of review submittals and correspondence with Caltrans LAPM



PROPOSAL FOR CONSULTANT SERVICES FOR FINAL DESIGN SERVICES  
AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE CHESTNUT STREET  
CORRIDOR IMPROVEMENT PROJECT



## E. SCOPE OF WORK

### ✓ Deliverables and Submittals

Chestnut Street Plans, Technical Specifications, Special Provisions and Estimates shall be prepared and submitted to the City Staff at the 60%, 90% and 100% completion stages. Improvement plans shall clearly identify base bid and additive alternate bid elements, as appropriate. All subsequent design submittals shall reflect and respond to City review comments. The final approved plans shall include one stamped and signed original set of plans and two sets of Improvement Plans and Technical Specifications / Special Provisions. Electronic copies of final plans, specifications and estimates shall be provided to the City. All improvement plan submittals shall be prepared in accordance with City of Fort Bragg Improvement Standards. All improvement plans, findings and deliverables will first be submitted to the City for review before they are forwarded to Caltrans.

#### Deliverables:

- ☐ 60% Plans, Specifications and Estimates
- ☐ 90% Plans, Specifications and Estimates
- ☐ 100% Plans, Specifications and Estimates

### ✓ Meetings and Coordination

At a minimum, KASL shall participate in project meetings at the following project design stages:

- At the Project Kick-Off Meeting
- After the 60% design submittal
- After the 90% design submittal

Before each meeting we shall prepare and distribute a meeting agenda. After each meeting we shall prepare meeting notes which will include a summary of key topics, City comments and the action items to be completed in response to the City's review comments and directives. All phases of the design development, design review and design completion shall be coordinated with the City.



#### Deliverables:

- ☐ Meeting Agenda
- ☐ Meeting Minutes, Directive, Action Items

### ✓ Coordination and Approval / Clearance through the State Architect's Office

As we did with previous Fort Bragg SRTS Improvement Plans, KASL will submit to the State Architect's Office, improvement plans which directly relate to or have impact on Fort Bragg Schools. The State Architect's Office is located in Sacramento in close proximity to our Citrus Heights offices

#### Deliverables:

- ☐ State Architect's Office Submittal, Review and Approval Documents, as required.

#### Electronic Submittals

Final approved Improvement Plans, Technical Specifications, Special Provisions, Bid Schedule and Cost Estimates shall be provided to the City as pdf, AutoCAD, Microsoft and Excel files, as appropriate.

#### Deliverables:

- ☐ Electronic Files of Final Approved Documents

PROPOSAL FOR CONSULTANT SERVICES FOR FINAL DESIGN SERVICES  
AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE CHESTNUT  
CORRIDOR IMPROVEMENT PROJECT



## F. BUDGET AND SCHEDULE OF CHARGES

### Fee Proposal

We propose to complete the tasks, coordination and deliverables of the Chestnut Corridor Design Project as outlined in the Scope of Work, Tab 6, **for a not to exceed fee of \$77,600.**

This proposed fee shall be reviewed with the City and compared to the amount budgeted by the City for these design services.

Personnel rates charged to the City of Fort Bragg for our services are as follows:

Principal Engineer	\$140 / hr
Survey Manager	\$124 / hr
Senior Engineer	\$124 / hr
Project Engineer / Project Surveyor	\$108 / hr
Designer / CAD Operator	\$91 / hr
Administrative Assistant	\$64 / hr
2 Person Survey Crew	\$195 / hr

The above proposed not to exceed fee includes:

Proposed Subconsultant Fees:

**DP Engineering (DBE)** \$4500  
(Traffic Engineering Services)

**ENGEO** \$4400  
Geotechnical Engineering

**Cliff Zimmerman, PLS** \$5000  
(QA/QC Survey and Design Services)

Land surveying services provided for pre-construction work such as project base mapping and topographic surveys required for project design shall be charged at prevailing wage rates. Typically, we do not invoice our clients mileage or equipment charges. Should KASL personnel be required to stay overnight in the Fort Bragg area to effectively complete scope of work tasks, the City would be invoiced for the actual cost of overnight lodging and meals. We believe that these direct costs have been adequately included in the not to exceed fee proposal presented above.

### Job Description for Personnel

The **Principal Engineer** for this Project shall be **Jack Scroggs**. His responsibilities shall include:

- Project Coordination with the City of Fort Bragg
- Project and personnel management
- Review Chestnut Corridor Funding Application and Grant Award
- Review Project Studies and Documents prepared by the City for the Chestnut Corridor Project
- Provide ongoing liaison with Caltrans District Office of Local Assistance
- Review field work and base mapping. Identify with the City, base bid and additive alternative bid items.
- Prepare Special Provisions for conformance with Federal and State requirements for UDBE and DBE participation and certification
- Field review Project design element with City Staff (and Caltrans representatives, as necessary).
- Submit and review 60%, 90% and 100% improvement plans and Technical Specifications with the City and Caltrans
- Prepare Technical Specifications and coordinate Special Provisions and Bid Documents with the City of Fort Bragg
- Review construction cost estimates
- Conduct design review meetings
- Coordinate Project approval / clearance through State Architect's Office

The **Project Engineers** for the Project shall be **Bill Ostroff** and **Octavio Perez**. Their responsibilities shall include:

- Coordinate field work
- Oversee preparation of expanded base maps
- Conduct field and desktop evaluation of Project design elements and alternatives
- Prepare improvement plans
- Prepare construction cost estimates
- Participate in design review meetings
- Assist Principal Engineer with the preparation of Technical Specifications
- Assist Principal Engineer with the preparation of Special Provisions and compliance with Federal UDBE / DBE funding requirements.

The **Survey Manager** for this Project shall be **Jeff Dron**. His responsibilities will include:

- Scheduling of Field Surveys





PROPOSAL FOR CONSULTANT SERVICES FOR FINAL DESIGN SERVICES  
AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE CHESTNUT  
CORRIDOR IMPROVEMENT PROJECT



**F. BUDGET AND SCHEDULE OF CHARGES**

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- Coordinate previously prepared right of way surveys and topographic surveys with supplemental survey data required for Chestnut Corridor design phase
- Download field data and expand previously prepared base maps
- Coordinate field data acquisition with Principal Engineer and Project Engineers

**Dawn Penman**, Principal of **DP Engineering** shall provide traffic engineering services to assist with the preparation of the Chestnut Street Parking Study and to help identify and investigate potential traffic issues such as U turns and sight distances at intersections and driveways. She will also assist with the design of Chestnut Corridor striping and signing improvements.

**Mark Gilbert**, Principal Geotechnical Engineer for **ENGEO** will oversee geotechnical investigations and reporting to determine pavement subsurface conditions ("R" values). ENGEO will prepare geotechnical recommendations for pavement structural sections.

**Cliff Zimmerman**, **PLS** will provide local evaluation of supplemental survey needs and conduct QA / QC of design submittals.

EXHIBIT B  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-F  
CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

Certification of Consultant

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of KASL Consulting Engineers, whose address is 7777 Greenback Lane, Suite 104, Citrus Heights, CA 95610 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

EXHIBIT C  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-G  
CERTIFICATION OF AGENCY

Certification of Local Agency

I HEREBY CERTIFY that I am the \_\_\_\_\_ Director of Public Works \_\_\_\_\_ of the  
\_\_\_\_\_ City of Fort Bragg \_\_\_\_\_, and that the consulting firm of  
\_\_\_\_\_ KASL Consulting Engineers \_\_\_\_\_, or its representative has not  
been required (except as herein expressly stated), directly or indirectly, as an express  
or implied condition in connection with obtaining or carrying out this Agreement to:

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)



EXHIBIT D  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-I  
NOTICE TO PROPOSERS DBE INFORMATION

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, a “Local Agency Proposer DBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported. A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled Disadvantaged Business Enterprise
  - Click on Search for a DBE Firm link
  - Click on Access to the DBE Query Form located on the first line in the center of the page
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access:  
 DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

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

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

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

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

EXHIBIT E  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-J  
STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the

award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

### 3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

### 4. Prompt Payment of Funds Withheld to Subcontractors

- A. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental

acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

## 6. DBE Certification and Decertification Status

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

**EXHIBIT F**  
**LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-01**  
**LOCAL AGENCY PROPOSERS DBE INFORMATION (CONSULTANT CONTRACTS)**

**Exhibit 10-01: Local Agency Consultant DBE Commitment**

(Inclusive of all DBEs at time of proposal)

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

<b>Consultant to Complete this Section</b>			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
<b>DBE Commitment Information</b>			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
<div style="background-color: #d3d3d3; text-align: center; padding: 2px;"><b>Local Agency to Complete this Section</b></div> <div style="padding: 5px;"> 16. Local Agency Contract Number: _____   17. Federal-aid Project Number: _____   18. Proposed Contract Execution Date: _____   Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:   19. Local Agency Representative Name (Print) _____   <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">20. Local Agency Representative Signature _____</div> <div style="width: 45%;">21. Date _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">22. Local Agency Representative Title _____</div> <div style="width: 45%;">23. (Area Code) Tel. No. _____</div> </div> </div>		<div style="background-color: #d3d3d3; padding: 5px;"> 10. Total % Claimed   <div style="text-align: right;">_____ %</div> </div> <div style="background-color: #d3d3d3; height: 40px; margin-top: 10px;"></div>	<div style="padding: 5px;"> 11. Preparer's Signature _____   12. Preparer's Name (Print) _____   13. Preparer's Title _____   <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">14. Date _____</div> <div style="width: 45%;">15. (Area Code) Tel. No. _____</div> </div> </div>

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



EXHIBIT F  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-01  
LOCAL AGENCY PROPOSERS DBE INFORMATION (CONSULTANT CONTRACTS)

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

**Consultant Section**

**The Consultant shall:**

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

**Local Agency Section:**

**The Local Agency representative shall:**

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

**EXHIBIT F**  
**LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-02**  
**LOCAL AGENCY PROPOSERS DBE INFORMATION (CONSULTANT CONTRACTS)**  
(Inclusive of all DBEs listed at bid proposal)

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

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

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

EXHIBIT F  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-O2  
LOCAL AGENCY PROPOSERS DBE INFORMATION (CONSULTANT CONTRACTS)

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

**Consultant Section**

**The Consultant shall:**

1. Local Agency Name – Enter the name of the local or regional agency that is funding the contract.
2. Project Location - Enter the project location as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
5. Consultant Name - Enter the consultant's firm name.
6. Contract DBE Goal % - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. Total Dollar Amount for all Subcontractors – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
8. Total number of all subcontractors – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do not include the prime consultant information in this count.
9. Description of Services to be provided - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. DBE Firm Contact Information - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. DBE Cert. Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. Total Dollars Claimed – Enter the total dollar amounts for columns 12 and 13.
14. Total % Claimed – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. Preparer's Signature – The person completing this section of the form for the consultant's firm must sign their name.
16. Preparer's Name (Print) – Clearly enter the name of the person signing this section of the form for the consultant.
17. Preparer's Title - Enter the position/title of the person signing this section of the form for the consultant.
18. Date - Enter the date this section of the form is signed by the preparer.

EXHIBIT F  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 10-02  
LOCAL AGENCY PROPOSERS DBE INFORMATION (CONSULTANT CONTRACTS)

19. (Area Code) Tel. No. - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:**

**The Local Agency representative shall:**

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

**Caltrans Section:**

**Caltrans District Local Assistance Engineer (DLAE) shall:**

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

**EXHIBIT G**  
**LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBIT 17-F**  
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER**  
**SUBCONTRACTORS (to be executed at conclusion of project)**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES  
(DBE), FIRST-TIER SUBCONTRACTORS**

**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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS						ESTIMATED CONTRACT AMOUNT \$	
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
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				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT \$ _____			TOTAL	\$	\$	\$	\$	\$		BA- Black American APA- Asian-Pacific Islander NA-Native American W-Woman	

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit.  
If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
<b>TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:  
Copy Distribution-Local Agency contracts:

Original - District Construction  
Original - District Local Assistance Engineer  
(submitted with the Report of Expenditure)

Copy- Business Enterprise Program  
Copy- District Local Assistance Engineer

Copy- Contractor  
Copy- Local Agency file

Copy Resident Engineer

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS  
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS  
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT H  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM)  
EXHIBIT 10-P PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR  
FEDERAL FUNDS FOR LOBBYING

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

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

The CONSULTANT also agrees that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT I  
LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM)  
EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

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



**EXHIBIT I**  
**LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM)**  
**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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