



IN COOPERATION WITH THE CITY OF SACRAMENTO

**REQUEST FOR PROPOSALS
TO PREPARE**

**PRELIMINARY ENGINEERING, ENVIRONMENTAL
DOCUMENTATION, AND PROJECT REPORT**

**FOR
BROADWAY BRIDGE**

Project Approval/Environmental Document (PA/ED) PHASE

Proposals Due By 4:00 PM, Monday, January 16, 2017
Public Works Department
West Sacramento Civic Center
1110 West Capitol Avenue, First Floor
West Sacramento, CA 95691
Attn: Jason McCoy

Pre-proposal conference will be held at **10:00 a.m. Monday, December 19, 2016** in the West Sacramento Civic Center Council Chambers at **1110 West Capitol Avenue, West Sacramento, CA 95691**. Attendance at this meeting is highly recommended but is not mandatory.

December 6, 2016

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CITY OF WEST SACRAMENTO

REQUEST FOR PROPOSALS TO PREPARE PRELIMINARY ENGINEERING, ENVIRONMENTAL DOCUMENTATION, AND PROJECT REPORT FOR BROADWAY BRIDGE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE

Lead Agency Primary Contact	Partner Agency
<p>City of West Sacramento Project Manager: Jason McCoy, AICP Senior Transportation Planner Public Works 1110 West Capitol Avenue West Sacramento, CA 95691 (916) 617-4832</p>	<p>City of Sacramento Project Manager: Jesse Gothan, PE Supervising Engineer Engineering Services Division 915 I Street, Room 2000 Sacramento, CA 95814 (916) 808-6897</p>

I. INTRODUCTION

The Cities of West Sacramento and Sacramento are partnering to complete preliminary engineering and obtain the necessary project approvals under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) for a new bridge crossing the Sacramento River downstream of the existing US 50 Pioneer Bridge. This effort will be co-managed with the City of West Sacramento assuming the primary leadership role.

This Request for Proposals (RFP) solicits consultants to provide professional services to complete required preliminary engineering studies and plans, environmental studies and documentation, and Project Report (PR). Funding for this project is available through federal and local funds and federal procurement rules apply.

A. PROPOSAL

Qualified consulting firms are invited to submit proposals to provide professional engineering services for the *Broadway Bridge Project Approval/Environmental Document (PA/ED) Phase*. Firms responding to this RFP shall submit:

- Seven (7) bound copies of the technical proposal and one (1) electronic PDF copy on USB flash drive.

- One (1) proposed cost estimate containing proposed work hours and consultant rate schedule shall be provided in a separate, sealed 8 ½” x 11” envelope labeled “**Broadway Bridge project Approval / Environmental Document – Cost Proposal.**” The cost estimate must be submitted in a cost plus overhead plus fee format.

Proposals must be received at the address below by 4:00 p.m. local time on Monday, January 16, 2017. Late proposals will not be accepted.

Attention: Jason McCoy, AICP
Senior Transportation Planner
City of West Sacramento
Public Works Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, California 95691

In the event that it becomes necessary to revise any part of this RFP, a written addendum will be issued. Any amendment to this RFP is valid only if in writing and issued by the City of West Sacramento, Public Works Department. Verbal conversations or agreements with any officer, agent, or employee of the City that modify any terms or obligations of this RFP are invalid.

All addenda for this RFP will be distributed via the City of West Sacramento website at: http://cityofwestsacramento.org/business/invitation_to_bid.asp. It is the proposer’s sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from the site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

Please refer to “*Attachment B - Proposal Submittal Requirements*” for additional information regarding proposal requirements. Refer to “*Attachment C – General Information*” for specific details about the consultant selection process and other City of West Sacramento submission process requirements.

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 a.m. Monday, December 19, 2016 in the West Sacramento Civic Center Council Chambers at 1110 West Capitol Avenue, West Sacramento, CA 95691. Attendance at this meeting is highly recommended but is not mandatory.

C. TENTATIVE CONSULTANT SELECTION SCHEDULE

Release Request for Proposals	Tuesday, December 6, 2016
Pre-Proposal Meeting	Monday, December 19, 2016
End of response to questions	Friday, January 6, 2017
Proposal Due Date	Monday, January 16, 2017
Shortlist Notifications	Wednesday, January 25, 2017

Interviews	January 30, 2017 – February 3, 2017
Notifications of Results	February 6, 2017
Negotiations/Pre-Award Audit	February 6, 2017 – February 24, 2017
City Council Agreement Approval	March 15, 2017

NOTE: Caltrans may require a pre-award audit for the firm selected. Depending on Caltrans requirements for this audit, the City Council Approval of the agreement may be delayed.

D. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION GOAL

As required by federal law, Caltrans has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all federal-aid contracts administered by cities/counties and other local agencies.

To assist bidders in ascertaining DBE availability for specific items of work, the City advises that it has determined that DBEs could reasonably be expected to complete for subcontracting opportunities on this project, and their likely availability for work on this project is **8.10%** for PA/ED. Proposers must engage project participation of DBEs in the specified percentage above or demonstrated Good Faith Effort (GFE) to do so in the event they are unable to meet the required level of DBE participation on the project. Failure to comply will result in a proposal being declared non-responsive.

II. BACKGROUND

The Broadway Bridge and the I Street Bridge Replacement Project (C Street Bridge) have been identified as priority projects by the City of West Sacramento and City of Sacramento (Cities) to support long-term connectivity and economic development along the riverfront. The Cities have explored the possibility of creating additional crossings of the Sacramento River on several occasions over the last decade. Key planning milestones in that process include the Sacramento Riverfront Master Plan (2003), Sacramento River Crossing Alternatives Study and development of the “Neighborhood-friendly Bridge” policy (2011), acceptance of the federal Transportation Investment Generating Economic Recovery (TIGER) Grant Program application for Broadway Bridge (2014), and completion of the SACOG Regional Funding Program funded Broadway Bridge Feasibility Study (2015).

The Broadway Bridge Feasibility Study included planning, engineering and local outreach efforts conducted between March 2015 and December 2015, with acceptance by the West Sacramento City Council on December 15, 2015. The study is made up of several technical memoranda prepared by the project team and includes conceptual alignments and local transportation network connection alternatives, preliminary vertical profiles, cross section alternatives, movable span bridge alternatives, preliminary cost estimates, traffic analysis, environmental considerations, potential funding sources, and stakeholder outreach.

Building on the work performed to-date, the Cities are seeking to procure professional services to perform Project Approval & Environmental Documentation (PA/ED) for the Broadway Bridge.

III. SCOPE OF WORK

Listed below are tasks the consultant is expected to incorporate into the proposed scope of work. It is not intended that the tasks included below comprise a comprehensive list or are the only tasks required for this project. Each consultant firm should, based on their expertise, develop a comprehensive and detailed scope of services necessary to complete the deliverables listed in this section of the RFP for Project Approvals and Environmental Documentation (PA/ED).

PROJECT APPROVALS AND ENVIRONMENTAL DOCUMENT (PA/ED) TASKS:

A. PROJECT MANAGEMENT

The consultant shall be responsible for project management activities throughout the life of the project. The following tasks should be itemized and incorporated into the fee schedule under the appropriate activities.

1. Setup and facilitation of Project Development Team (PDT) meetings, interagency meetings, field reviews, advisory and/or stakeholder group meetings, and other project related meetings.
2. Consultant shall prepare meeting agendas, meeting minutes, and meeting sign in sheets for all meetings.
3. Adherence to project schedule. The consultant will be responsible for developing and implementing a comprehensive schedule to accomplish this task.
4. Adherence to project budget. In collaboration with the consultant team, the City desires to establish a budget which is feasible for successful project delivery. The City's expectation is that the consultant will be aggressive in managing the project in order to eliminate or minimize supplemental agreements.
5. The Project Manager must be kept abreast of all coordination with outside agencies, prior to any meeting with an outside agency or organization.
6. The consultant shall prepare monthly status reports and project schedules which are to be submitted with invoices. The status report must outline all activities for which charges have been made by the consultant or subconsultants.
7. The consultant shall prepare a draft status report and submit it for approval prior to submitting the first invoice. For project tracking and status reports as well as budget tracking, a web-based project schedule Gantt-chart and budget tracker is preferable.
8. The consultant shall prepare a city project report to document all key findings and decisions made during PA/ED. The project report will also detail the project budget, key correspondence and approvals.

B. NEPA/CEQA DOCUMENTATION

1. The consultant shall be responsible for determining the appropriate level and type of environmental documentation with consideration of Broadway Bridge's unique challenges, State and federal requirements, and construction timeline.

- Environmental documentation must satisfy both the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).
2. The CEQA document will be prepared under the oversight of City of West Sacramento Public Works staff. The consultant team shall be responsible for the production of all technical studies necessary for approval of CEQA. The proposed scope of work should identify a proposed CEQA work plan including major milestones and schedule.
 3. The NEPA document will be prepared as per the guidelines in the Local Assistance Procedures Manual, under the oversight of Caltrans and the FHWA. The consultant team shall be responsible for the production of all technical studies necessary for approval of NEPA. The proposed scope of work should identify a proposed NEPA work plan including major milestones and schedule.
 4. The consultant shall identify all agencies with permitting authority over any aspects of the project and maintain communication and coordination with such agencies throughout all phases of the work. The Consultant shall identify permitting requirements and, in conjunction with city staff, establish how these requirements will be implemented. The incorporation of all permitting requirements in preliminary engineering, value engineering, and environmental mitigation shall be accomplished during the appropriate phases of the work. The consultant shall prepare and assist the city in preparing permit applications. The consultant, in close coordination with the City Project Manager, shall serve as the liaison between the cities and these agencies.

C. DATA COLLECTION, MAPPING, SURVEYS

1. The consultant must become completely familiar with the Sacramento River Crossings Alternatives Study (2011), the “Neighborhood-Friendly Bridge” policy (2011), the Broadway Bridge Feasibility Study (2015), and planning, engineering and economic development studies within both cities that are applicable to the location and ultimate construction of Broadway Bridge. The Broadway Bridge Feasibility Study documents can be found on the City of West Sacramento Public Works website at:
http://cityofwestsacramento.org/city/depts/pw/major_projects/bbfs.asp
2. The consultant shall review the agreements made available in this RFP as attachments.
3. The consultant shall use available aerial mapping and LIDAR, supplemented where necessary by topographic survey, to provide detailed base maps for defining alternatives.
4. The consultant shall use available as-built information where applicable.

D. COMMUNITY OUTREACH AND PUBLIC COMMUNICATIONS

Early, frequent, and sustained outreach is a critical part of the scope in this phase of the Broadway Bridge project. Both cities are keenly aware that this project requires the input and participation of a broad spectrum of local residents, business interests, State and federal agencies, and special interest advocacy groups on both sides of the Sacramento River.

1. The consultant team will prepare a work plan for community outreach that balances the need for all of these groups to provide input into the project.

Community workshops, open house presentations, focused stakeholder and advisory group meetings, online surveys, development of web content for the city websites, project newsletter publication, and quarterly project updates for City Councils, Commissions and key stakeholder groups should all be incorporated into the proposed scope of work.

E. PRELIMINARY ENGINEERING

The consultant will develop an appropriate scope of work suitable for the proposed project with consideration of Broadway Bridge's unique challenges, State and federal requirements, and construction timeline. The approach to the project should take particular care to give thoughtful consideration to several issues of specific concern to both Cities:

1. Preliminary analysis of the connection of the bridge on each side of the river. On the Sacramento side of the River, the bridge may connect to "Broadway" in the vicinity of "Marina View Drive" and in West Sacramento, the bridge may connect to "15th Street" or "South River Road." The consultant team will be responsible for reviewing the Broadway Bridge Feasibility Study, considering all existing data associated with the Broadway Bridge including, but not limited to, land use and economic development inputs, opportunities and constraints analysis, local transportation corridor access and traffic projections, local neighborhood and development policies, and local, State and federal regulations. Ultimately a recommendation will be made as to where the bridge should connect. This will involve identifying appropriate city staff and stakeholders, and driving the dialogue to conclusion with a recommendation that will go before City Council. All critical policy and technical factors (hydrology, economic, land development, transportation, USCG regulations, levee requirements, permit requirements, etc.) must be considered.
2. Traffic and circulation is a critical project component. As per the points articulated in the Neighborhood Friendly Bridge policy, the Cities desire to reduce negative impacts associated with automotive traffic using the new bridge. The identification of an appropriate cross section and implementation of traffic management features on approach roadways are examples of possible strategies to consider within the traffic analysis. Traffic analysis, including expanding upon preliminary traffic and circulation analysis conducted for the Broadway Bridge Feasibility Study will be key to developing community workshops and communicating potential impacts to stakeholders, community leaders and the public-at-large.
3. Aesthetics must be considered for use in presentation as well as environmental analysis. The Broadway Bridge will serve as a gateway for both Cities that represents our connection with one another, as well as our connection with the Sacramento River. Not only must the bridge serve all transportation modes, it must do so in an enjoyable and inviting way. The selected consultant team must have the ability to create visual renderings and visual simulations from different vantage points and have the skills to interpret style direction obtained from the public through online surveys and in community workshops.
4. Bridge and approach design must take into account future rail transit connections. Both cities have been collaborating for several years on the

- Downtown/Riverfront Streetcar which envisions a streetcar “loop” connecting the City of West Sacramento with the City of Sacramento via Broadway Bridge. While the bridge may not need to accommodate transit immediately, the design shall not preclude the incorporation of rail transit in the future.
5. The Bridge District, Pioneer Bluff, The Docks, Miller Park, and the Greater Broadway Corridor are all future infill development sites very close to the proposed bridge, each are envisioned as pedestrian-intensive destinations. Also, with the eastern landing connecting to the Sacramento River bikeway, and west landing connecting with the River Walk Trail, enhanced pedestrian and bicycle facilities on the bridge will be an essential project component. All pedestrian connections and facilities must be accessible.
 6. Bridge structure type will need to be determined early in the design phase. Given the regulatory requirements as well as the Cities’ requirement for a low profile bridge, a moveable structure will likely be identified as the preferred alternative. The consultant will need to consider all structure types such that an informed decision can be made as to the most suitable structure type. This will also include analysis of a fixed-bridge alternative. The bridge type selection will, at minimum, assess the following elements:
 - Hydraulics and Hydrological analysis and studies regarding alternatives as necessary for PE
 - Geotechnical/Preliminary Foundation Report
 - Railroad Coordination
 - Coast Guard Coordination and alternative permit approvals
 - Preliminary evaluation and recommendation of long term operations and maintenance
 - Type Selection Report
 7. The results of and conclusions from the studies outlined above should be summarized in a preliminary engineering project report. All technical studies performed should be appendicised in the report. The report will constitute a 30% design submittal, and should include preliminary site plans and bridge general plan sheet. The purposes of this report are: first, to establish a clear scope of final design work, with consensus from community stakeholders and stakeholder agencies; second, to determine a project cost estimate, with concurrence from Caltrans, on which future programming can be based; and third, to justify the commitment of federal and local funds for a replacement project.
 8. Project overall budgeting and estimating. This would include identifying the overall cost of the project, the federal participating costs and the locally funded costs. This will involve filling out forms for Caltrans and keeping the City aware of the locally funded need. This task may also include a value engineering exercise to determine potential engineering efficiencies and cost savings that could be incorporated into the project.

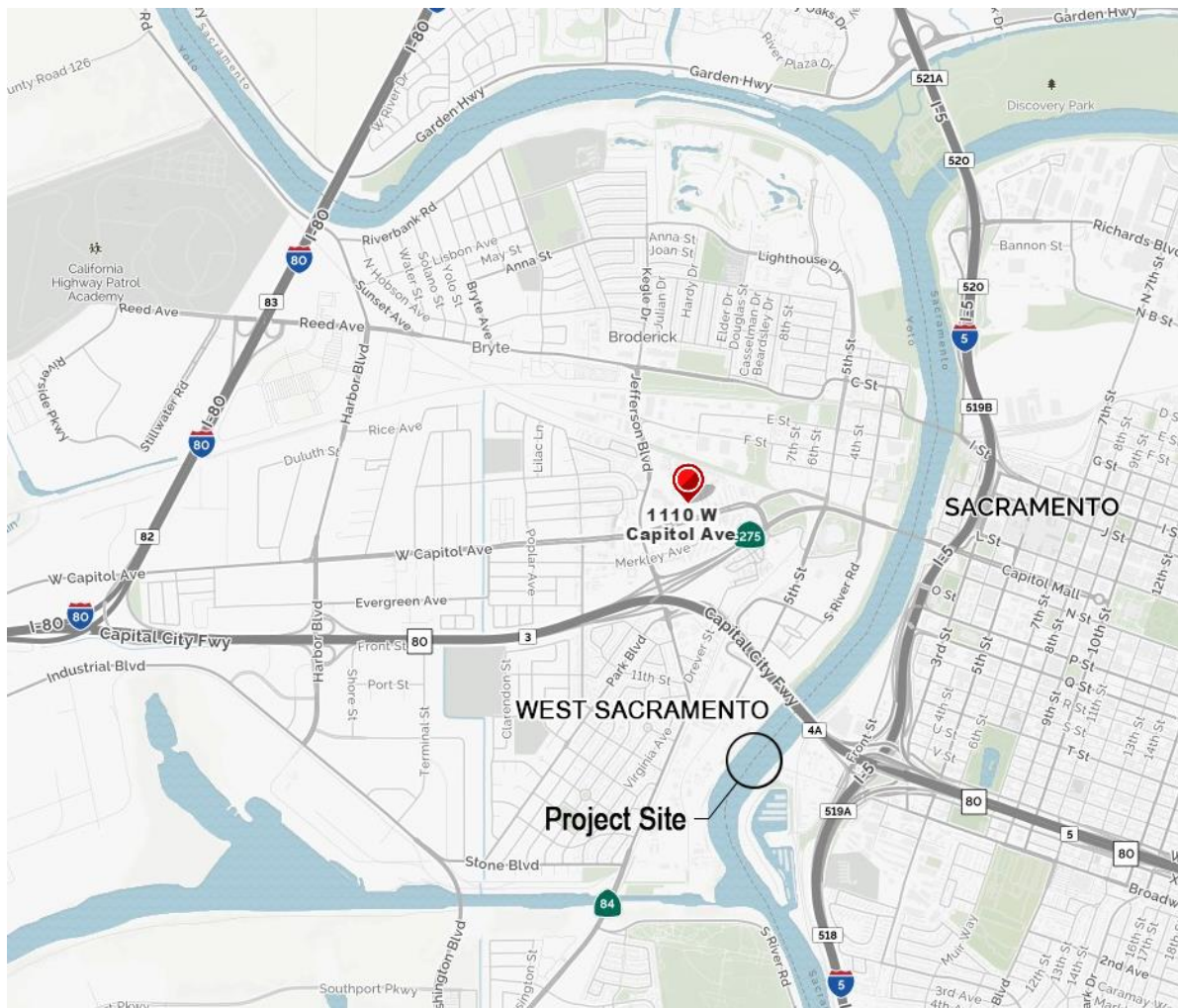
F. RIGHT OF WAY SUPPORT FOR PRELIMINARY ENGINEERING

1. The consultant shall be responsible for preparing necessary right-of-way and property line maps to determine the extent of right-of-way needed for the project. This information must be accurate as plats and legal descriptions will be prepared using this information during final design. The information shall be prepared according to the Cities' relevant real estate requirements and in accordance with the City of West Sacramento. The maps shall clearly identify the gross parcel area and amount of Right-of-Way take. All easements shall be clearly marked and identified. Property take descriptions shall be clear and checked for accuracy. The City will order, obtain and pay for title reports as needed.

G. UTILITY COORDINATION SUPPORT FOR PRELIMINARY ENGINEERING

1. The consultant will identify all affected utilities and utility conflicts.

ATTACHMENT A: LOCATION MAP (FOR REFERENCE ONLY)



ATTACHMENT B: PROPOSAL SUBMITTAL REQUIREMENTS

I. INTRODUCTION

These guidelines were developed to standardize the preparation of proposals by consultants for engineering services. The purpose of these guidelines is to help assure consistency in format and content of proposals that are prepared by consultants and submitted to the City. This process will reduce the time required for the consultant to prepare a proposal and will simplify the review process by City staff.

The proposal must contain the following information:

1. Cover/Introductory Letter
2. Qualifications and Team Experience
3. Organizational Chart
4. Work Plan
5. Project Schedule
6. Supportive Information
7. References
(Minimum 3 for Proposing Firm and 3 each for Subconsulting Firms)
8. Conflict of Interest Statement
9. Local Benefit Statement
10. Insurance Coverage
11. DBE Participation
12. Work Hours and Consultant Rate Schedule for personnel identified in the proposal (in a separate sealed envelope.)

II. RECOMMENDED DETAIL

NOTE: All references to the maximum number of pages are to a single side, not including tabs or section dividers. A thirty (30) page maximum is required for items 1 through 6 above. The minimum font size for the body text shall be 11 point. The required page limit does not apply to items 7 through 12 above, and an appendix may be included for supplemental information but not necessarily considered in the ranking of proposals.

A. Introductory Letter

Letter must be addressed to:

City of West Sacramento
Public Works Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, California 95691
Attn: Jason McCoy, AICP, Senior Transportation Planner

The cover letter must indicate the name of the firm submitting the proposal, the firm mailing address, telephone number, and the names of both the Project Manager and the Principal-In-Charge. The cover letter must be signed by the Consultant's Project Manager and a representative authorized to contractually bind the Consultant with the City for requested services. The letter must summarize the Consultant's commitment to the project, and provide a statement that the Consultant has reviewed the City's standard Contract for Services agreement (*Attachment C*) and, if selected, is willing to execute said agreement without any modifications or amendments. If proposed modifications or amendments to the standard Contract for Services are requested, the cover letter must state this clearly and the proposed amendments must be included within the Supportive Information section of the RFP.

NOTE: Any proposed deviations and modifications to the agreement must be noted, with reasons given, in the introductory letter for review by the City of West Sacramento. The City will not consider changes to the agreement once the selection process has been completed.

This letter should briefly touch on the consultant's project understanding and summarize critical issues, challenges, milestone tasks and appropriate resourcing. This should be based on existing information available in the Request for Proposal, from a site visit, available related project documents, and from applicable regulations or requirements. This letter should also contain an expression of the consultant's interest in the work and a brief summary of any information about the project manager and proposed team that may be useful or informative to the City.

The signed cover letter constitutes certification by the prospective firm, under penalty of perjury, of the debarment and suspension certificate required under Part 29, Title 49, CFR, and also constitutes certification under penalty of perjury, that the prospective consultant complies with non-discrimination requirements of the State and the Federal Government. An unsigned proposal or one signed by an individual not authorized to bind the prospective firm will be rejected.

B. Qualifications and Team Experience

Identify key personnel that will be made available to this project define their level of project involvement and time commitment. Describe the responsibilities of key team members and explain how they will interact with respect to delivery of critical tasks. Provide information that may assist the City in evaluating the ability, flexibility, and responsiveness in providing required services in a timely, professional, high-quality manner. Include a brief background of the firm, as well as the qualifications and experience of the firm, project manager, and each member of the consultant and subconsultant team. Include resumes for each key staff member with descriptions of their most recent relevant project experience. Specific experience with State and federal projects and procedures should be included.

Provide information on key staff member education, professional licenses, registrations and/or certifications, and other relevant background information. The proposed role for each key staff member shall be provided as a subheading on their respective resume. If any project team members typically work outside the greater Sacramento metropolitan area, it shall be noted on the organizational chart and within the project team member's resume.

C. Organizational Chart

An organizational chart depicting the Consultant's proposed team, including any sub-consultants must be included in the proposal. The chart should clearly identify the Consultant team's project manager who will serve and the primary point of contact with City staff. The role of each key team member must also be identified on the chart.

NOTE: The City must approve any change in key personnel after the award of a project before the change is made.

D. Work Plan

The Work Plan should clearly represent the PA/ED phase of work. The work plan will ultimately become part of the contract by reference to the proposal and should be distinguishable as such. It should describe and define in a specific, concise and straightforward manner the tasks and approach necessary to achieve the project objectives described in this Request for Proposal for PA/ED. Include in the work plan the Consultant's internal control for ensuring communication with City staff is adequate and timely, and submittals are complete and on time.

E. Project Schedule

The prospective Consultant shall prepare a schedule that is both adequate and reasonable to ensure timely completion of the tasks listed in the Work Plan.

F. Supportive Information

Supportive information may include graphs, charts, photos, resumes, references, etc., and is to the consultant's complete discretion. Proposed modifications or amendments to the standard Contract for Services requested by the Consultant must be included within this section of the proposal.

G. References

This section should describe work which is similar in scope and complexity to the project and which the Consultant team has undertaken in the last five years. A discussion of the challenges faced and solutions developed by the team is highly recommended. The section shall also include a summary table showing the following information:

- Name of project, construction cost, and date Consultant services were provided
- Names of Consultant's project manager and key team personnel
- Scope of the Consultant team's assignment on the project
- Name, Address, and current phone number of the agency and project contact

NOTE: A minimum of three references are required for the prime consultant and any subconsultants on the project team. Each will be contacted by City staff. References with incorrect contact information will not count toward the required minimum. As applicable, past history and business with either City will be considered.

H. Conflict of Interest Statement

The prospective Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of this contract. The prospective Consultant shall also list current clients who may have a financial interest in the outcome of this contract or any City construction project that may follow. In particular, the prospective Consultant shall disclose any financial interest or relationship with any owner/developer that might have future improvements or development projects within the City.

I. Local Benefit Statement

Describe the local benefit your firm would bring to the City of West Sacramento or local community should they be selected. For example, local benefit may include but is not limited to local vendors, suppliers, labor or subcontractors used in support of the project as well as fees or taxes paid to the city. For purposes of this section, a local vendor or service provider is one located within the city limits and in possession of a West Sacramento business license. To the extent practical, the local benefit described with the firm's proposal should be measurable. Provide the Local Benefit Statement in a separately sealed envelope. Local preference will only be considered as a tie-breaker in the event that more than three candidate firms are deemed by the selection panel to be equally qualified.

J. Insurance Coverage

The prospective Consultant shall provide a summary of the firm's insurance coverage for comprehensive, general liability, professional liability, automotive liability and worker's compensation insurance. Indicate the limits of coverage on each policy. The City requires a minimum of \$1 million of general liability coverage during the contract period (see Appendix B).

K. Disadvantaged Business Enterprise (DBE) Participation

This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." As required by federal law, Caltrans has established a statewide overall Disadvantaged Business Enterprise (DBE) goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE (DBE) participation on all federal-aid contracts administered by cities/counties and other local agencies. In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the City of Sacramento encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Proposers shall be fully informed in respect to the requirements of the DBE Regulations. The DBE Regulations in their entirety are incorporated herein by this reference. Attention is directed to the following matters:

1. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
2. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor;

3. 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.
4. A DBE must perform a commercially useful function, i.e., 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;
5. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
 - a) The Caltrans' "Civil Rights" web site at: <http://www.dot.ca.gov/hq/bep>.
 - b) The Caltrans' DBE Directory. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;

To assist bidders in ascertaining DBE availability for specific items of work, the City advises that it has determined that DBEs could reasonably be expected to compete for subcontracting opportunities on this project, and their likely availability for PA/ED work on this project is **8.10%**. Proposers must engage project participation of DBEs in the specified percentage above or demonstrate Good Faith Effort (GFE) to do so in the event they are unable to meet the required level of DBE participation on the project. Failure to comply will result in proposals being declared not responsive.

The attached Exhibits 10-O1, 10-O2, and Exhibit 15-H (if unable to meet DBE project participation requirement) must be submitted with the fee proposal in a sealed envelope. **These maybe be found in Attachment E (DBE Federal Forms).**

NOTE: If awarded a contract, the Consultant shall maintain records showing the name and business address of each first-tier DBE subconsultant. The records shall show the date of payment and the total dollar figure paid to all of these 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. Proof of payments made to DBE subconsultants shall be submitted with each invoice submitted to the City for the work they performed during the period covered by the invoice.

L. Work Hours and Consultant Rate Schedule

The consultant team shall submit their proposed work hours and project cost estimates for the Broadway Bridge PA/ED in a separate sealed 8 ½" x 11" envelope. This separate sealed enveloped will be clearly identified with the title "*Broadway Bridge project Approval / Environmental Document – Cost Proposal.*"

The estimates shall be submitted in a cost plus overhead plus fee format (Caltrans 10H format) and must include the following detail:

- Work hours for each team member, by task, and total work hours by all members for each task.
- Billable rates of each member of the project team.
- Breakdown of direct costs, profit, indirect rate, and estimated reimbursable expenses. Mark-ups on subconsultants are not allowed.
- Project cost estimates and fee from each subconsultant on the project team for his/her portion of the work at the same level of breakdown noted above.
- The 10H form is exceedingly important for future payments. In order for future payments to efficiently be processed, the names, titles, and rates of key staff should match the 10H form. Any substitutions of key staff will need to be approved by a contract supplement agreement prior to performing work. Lower level staff may not be named specifically, but the title classification and rate must match the classification on the 10H form. Upon completion of negotiations with the selected firm, updated 10H forms must be submitted to the City with the executed contract prior to award.

“The Cost Proposal is subject to an audit or Certified Public Accountant (CPA) Indirect Cost (Overhead) Audit/Workpaper Review. The Cost Proposal shall be adjusted by the Consultant and approved by the Local Agency Contract Manager to conform to the Workpaper Review recommendations or audit recommendations. The Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by the Local Agency at its sole discretion. Refusal by the Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement”

ATTACHMENT C: GENERAL INFORMATION

I. LATE SUBMITTALS

A proposal is late if received at any time after the required submittal date and time. A proposal received after the specified time will not be considered and will be returned to the proposer.

II. MODIFICATION OR WITHDRAWAL OF SUBMITTAL

Any proposal received prior to the date and time specified above for receipt of proposal may be withdrawn or modified by written request of the consultant. To be considered, however, the modified proposal must be received by the required time and date specified.

III. WRITTEN QUESTIONS

Written questions should include the individual's name, address and must reference this RFP. Questions should be mailed to the following address:

City of West Sacramento
Public Works Department
1110 West Capitol Avenue, 1st Floor
West Sacramento, California 95691
Attn: Jason McCoy, AICP, Senior Transportation Planner

Questions may also be sent by e-mail to mccoyj@cityofwestsacramento.org. Any question received after Friday, January 6, 2017 will receive no response. Questions via phone will not be responded to.

IV. SELECTION PROCESS AND SCHEDULE

The selection process will be conducted as follows:

- A. After the period has closed for receipt of Request for Proposals (RFP), each will be examined to determine compliance with the format requirements specified in the RFP. Any proposal that does not meet the format requirements will be eliminated from competition and returned to the consultant. The City may reject any proposal if it is conditional, incomplete, or contains irregularities.
- B. A Selection Panel (SP) will review each proposal that meets the format requirements. SP members will individually evaluate and score each in accordance with the scoring system shown in the Evaluation Sample Criteria Worksheet.
- C. Following independent evaluation of the proposal, the top candidates **may** be requested to participate in an interview which will be scored in accordance with part 2 of the evaluation criteria contained in the Evaluation Sample Criteria Worksheet.
- D. The City of West Sacramento reserves the right to determine the qualifications of the firm on the basis of the written proposal only.
- E. All competitors will be notified of the results.

EVALUATION SAMPLE CRITERIA WORKSHEET

WRITTEN PROPOSAL	MAXIMUM POINTS	REVIEWER SCORE
<p>Introductory Letter – Reflects project understanding and summarizes critical issues, challenges, milestone tasks, and appropriate resourcing.</p> <p>Workplan – Approach, understanding, and organization of tasks, understanding of interrelationship of critical tasks, hour commitment to each task, deliverables.</p>	20	
<p>Project Team – Team organization, qualifications and experience of the firm, project manager, team, and sub-consultants on similar projects. Experience with City, state and federal projects and procedures.</p> <p>Availability - Key personnel are available and committed to the project</p>	20	
<p>Quality Control - Consultant's internal controls, communications with City are adequate and timely, and provide assurance for complete submittals.</p> <p>Schedule – Adequacy and reasonableness of schedule and deadlines.</p> <p>References – Performance and Recommendations</p>	20	
SUBTOTAL FOR SHORTLISTING	60	
INTERVIEW		
<p>Presentation by PM - Project understanding, understanding of critical issues, expression of solutions-oriented approach; organization; expression of communication and management methodology.</p>	15	
<p>Presentation by Project Team – Demonstration of related experience and project understanding; expression of project roles and approach; communication between team members and panel, presentation of critical issues, approach, and potential innovations/solutions.</p>	15	
<p>Q&A – Response to panel questions.</p>	10	
SUBTOTAL FOR INTERVIEW	40	
TOTAL	100	
RANKING OF CONSULTANT FIRM (assigned after completion of scoring)		

V. PROPERTY RIGHTS

A proposal received within the prescribed deadline becomes the property of the City and all rights to the contents therein become those of the City.

VI. CONFIDENTIALITY

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.

VII. AMENDMENTS TO REQUEST FOR QUALIFICATIONS

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date. The City also reserves the right to extend the due date, or to cancel this RFP at any time.

VIII. NON-COMMITMENT OF CITY

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

IX. APPROVAL OF AGREEMENT

It is anticipated that compensation under any contract resulting from this Request for Proposals (RFP) will be on a cost plus fee basis with a not-to-exceed amount. Negotiations to establish the contract amount shall take place after the consultant selection process is completed.

Any contract awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, age, sex, or national origin. The prospective consultant will be required to adhere to the provisions of a fully executed agreement. Provisions of the agreement shall be based on a standard agreement approved by the City Attorney. Attachment D is a sample of this standard agreement.

X. EXECUTION OF AGREEMENT

The prospective firm is advised that should this RFP result in recommendation for approval of an agreement, the agreement will not be in force until it is approved and fully executed by the City.

XI. PUBLIC DOMAIN

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

XII. COORDINATION

Coordination of consultant and City activities will be accomplished through a Consultant Project Manager and the City Project Manager. The Consultant Project Manager shall not be removed from the project during the course of work without City approval. The Consultant shall carry out instructions as received from the City Project Manager and shall cooperate with the City and any other contractors working on the project.

It is not the intent of the foregoing paragraph to relieve the firm of its professional responsibility during the performance of this contract. In those instances where the Consultant believes a better plan, methodology or solution to the problem is possible, it shall promptly notify the City Project Manager of these concerns, together with the reasons therefore.

XIII. MATERIALS PROVIDED BY THE CITY

All existing City codes, standards and other city documents related to the project will be available at the firm's request.

XIV. CITY RESERVES THE RIGHT

The City reserves the right to modify this RFP at any time prior to the proposal due date, or to extend the proposal due date, or to cancel this RFP at any time.

ATTACHMENT D
SAMPLE CONTRACT FOR SERVICES AGREEMENT

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2015, by and between the CITY OF WEST SACRAMENTO ("City"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the City desires professional engineering services for the Washington Parking Lot Improvement Project;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated _____, 2016, (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon receipt of written notice to proceed from the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period equal to the original term of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed (\$_____), without City's prior written approval.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, and/or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and

the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of West Sacramento
Public Works Department
Attn: Jason McCoy, Senior Transportation Planner
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

Consultant:

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought in Yolo County, California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney’s fees and all costs regardless of whether one party is determined to be the prevailing party.

CITY OF WEST SACRAMENTO

By: _____
Martin Tuttle, City Manager

ATTEST:

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CONSULTANT

By: _____
Title:

EXHIBIT ___

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
[Title]

Consultant Questionnaire

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

Company Name _____ (Agreement Date) _____

Name of Consultant* _____
 (First Name) (Middle Initial) (Last Name)

Company address _____ Phone _____

City, State, Zip _____

Contracting City Dept. _____

Estimated Date of Project Completion _____

- A. Will consultant make governmental decision whether to
- 1. Approve a rate, rule, or regulation? Yes No
 - 2. Adopt or enforce a law? Yes No
 - 3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes No
 - 4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes No
 - 5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes No
 - 6. Grant agency approval to a plan, design, report, study, or similar item? Yes No
 - 7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes No
- B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes No
- Will consultant manage public investments? Yes No

 Name of Person Completing Questionnaire Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation.*

ATTACHMENT E

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence for CG 0001)
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and omissions liability insurance appropriate to the Consultants profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

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

Acceptability for Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

Verification of Coverage

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

SubConsultants

Consultant shall include subConsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subConsultant. All coverages for subConsultant shall be subject to all of the requirements stated herein.

**CONSULTANT'S CERTIFICATE
REGARDING WORKER'S COMPENSATION**

TO: Denix Anbiah, Director of Public Works
City of West Sacramento

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

CONSULTANT

By _____

(Business Address)

(Place of Residence)

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR CITY OF WEST SACRAMENTO (the "Entity")**

PRODUCER

Telephone _____

POLICY INFORMATION:

Insurance Company: _____
 Policy No.: _____
 Policy Period : (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Deductible Self-Insured Retention (check which) of \$ _____
 with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here in which case only the following specific agreements and permits with the Entity are covered:
ENTITY AGREEMENTS/PERMITS: _____

TYPE OF INSURANCE

<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/> Claims Made
<input type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY	Retroactive Date _____
<input type="checkbox"/> OWNERS & CONSULTANTS PROTECTIVE	<input type="checkbox"/> Occurrence

OTHER PROVISIONS

COVERAGES

GENERAL
 PRODUCTS COMPLETED OPERATIONS
 PERSONAL & ADVERTISING INJURY
 FIRE DAMAGE

<u>LIABILITY LIMIT IN THOUSANDS</u>	
EACH OCCURRENCE	AGGREGATE

CLAIMS: Underwriter's representative for claims pursuant to this insurance

Name: _____
 Address _____
 Telephone (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED.** The Entity, its elected or appointed officers, agents, volunteers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the Entity; or (b) products sold by the Named Insured to the Entity; or (c) premises leased by the Named Insured from the Entity, the insurance afforded by this policy shall be primary insurance as respects the Entity, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Entity, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the Entity, this insurance shall not be canceled, or materially reduced in coverage or limits excepts after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, official's employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
 - (2) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

City of West Sacramento
 1110 West Capitol Avenue
 West Sacramento, CA 95691

Attn: Jason McCoy, Senior Transportation Planner

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
 _____ (original signature required)
 Telephone: (____) _____ Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR CITY OF WEST SACRAMENTO (the "Entity")**

SUBMIT IN DUPLICATE

ENDORSEMENT NO: _____

ISSUE
DATE: _____

PRODUCER

Telephone _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period : (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE Included in Limits
 In Addition to Limits

Deductible Self-Insured Retention (check which) of
\$ _____

with an Aggregate of \$ _____ applies to _____
coverage. Per Occurrence Per Claim

NAMED INSURED

APPLICABILITY. This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here in which case only the following specific agreements and permits with the Entity are covered:
ENTITY AGREEMENTS/PERMITS:

TYPE OF INSURANCE

- COMMERCIAL AUTO POLICY
- BUSINESS AUTO POLICY
- OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

\$ _____
per accident, for bodily injury and property damage

CLAIMS: Underwriter's representative for claims pursuant to this insurance

Name: _____

Address: _____
() _____

Telephone _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED.** The Entity, its elected or appointed officers, agents, volunteers and employees are included as additional insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CANCELLATION NOTICE.** With respect to the interests of the Entity, this insurance shall not be canceled, or materially reduced in coverage or limits excepts after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
3. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the Entity, its elected or appointed officers, official's employees or volunteers.
4. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

City of West Sacramento
1110 West Capitol Avenue
West Sacramento, CA 95691

Attn: Jason McCoy, Senior Transportation Planner

AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR CITY OF WEST SACRAMENTO (the "Entity")

SUBMIT IN DUPLICATE

ENDORSEMENT NO:

ISSUE DATE:

PRODUCER

Telephone _____

POLICY INFORMATION:
Insurance Company:

Policy No.:

Policy Period : (from) _____ (to) _____

NAMED INSURED

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance
Name: _____
Address: _____
Telephone(_____) _____

EMPLOYERS LIABILITY LIMITS
\$ _____ (Each Accident)
\$ _____ (Disease -Policy Limit)
\$ _____ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:
1. **CANCELLATION NOTICE.** This insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
2. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the Entity, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

City of West Sacramento
1110 West Capitol Avenue
West Sacramento, CA 95691

Attn: Jason McCoy, Senior Transportation Planner

AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____
I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

CERTIFICATE OF INSURANCE FOR THE CITY OF WEST SACRAMENTO, CALIFORNIA (the "Entity")	ISSUE DATE (MM/DD/YY)
--	-----------------------

PRODUCER	THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.														
INSURED	COMPANY LETTER COMPANY LETTER COMPANY LETTER COMPANY LETTER COMPANY LETTER COMPANY LETTER	A B C D E	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">COMPANIES</td> <td style="text-align: center;">BEST'S RATING</td> </tr> <tr> <td style="border-bottom: 1px solid black; width: 80%;"></td> <td style="border-bottom: 1px solid black; width: 20%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	COMPANIES	BEST'S RATING										
COMPANIES	BEST'S RATING														

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED TO MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LET	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONSULTANT'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (PER PERSON)	\$
					BODILY INJURY (PER ACCIDENT)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	\$
					EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
	PROFESSIONAL LIABILITY INSURANCE				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

- THE FOLLOWING PROVISIONS APPLY:**
1. None of the above-described policies will be canceled until 30 days' written notice has been given to the Entity at the address indicated below.
 2. The Entity, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above.
 3. It is agreed that any insurance or self-insurance maintained by the Entity will apply in excess of and not contribute with, the insurance described above.
 4. The Entity is named as loss payee on the property insurance policies described above, if any.
 5. All rights of subrogation under the property insurance policy listed above have been waived against the Entity.
 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the Entity for injuries to employees of the insured resulting from work for the Entity or use of the Entity's premises or facilities.

CERTIFICATE HOLDER/ADDITIONAL INSURED (ENTITY) City of West Sacramento 1110 West Capitol Avenue West Sacramento, CA 95691 Attn: Jason McCoy, Senior Transportation Planner	AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____
--	---

Insurer:
Policy No.:
Endorsement:

**ADDITIONAL INSURED
OWNERS, LESSEES OR CONSULTANTS (FORM B)**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

SCHEDULE

Name of Organization

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Entity.

Signature-Authorized Representative

Address

ATTACHMENT F: DBE FORMS

NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 8.1 %

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

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

- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

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

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

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

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

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EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

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

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

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

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

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

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

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INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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