REQUEST FOR PROPOSALS (RFP)
FOR
ENGINEERING, TECHNICAL AND
ADMINISTRATIVE SUPPORT SERVICES
RFP NO.: 18-047

CITY OF SANTA ANA
Santa Ana Public Works Agency
20 Civic Center Plaza
Santa Ana, CA 92701

Taig Higgins
Project Manager
(714) 647-5071 Office
thiggins@santa-ana.org

Approved for Release:

Edwin "William" Galvez, P.E.
Acting Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td>Thursday June 7, 2018</td>
</tr>
<tr>
<td>Letter of Intent</td>
<td>Wednesday June 13, 2018</td>
</tr>
<tr>
<td>Deadline for Requests for Information</td>
<td>Monday June 18, 2018</td>
</tr>
<tr>
<td>Pre-Proposal Meeting</td>
<td>&quot;There is no scheduled meeting&quot;</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>Monday June 25, 2018; 2:00pm.</td>
</tr>
<tr>
<td>Projected Award Date</td>
<td>Tuesday July 17, 2018</td>
</tr>
</tbody>
</table>
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for Engineering, Technical and Administrative Support Services.

Responses to this Request for Proposals (RFP) will be accepted until Monday June 25, 2018 at 2:00 p.m. Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Santa Ana prior to this proposal due date and time.

Proposals shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

```
“SEALED PROPOSAL FOR
ENGINEERING, TECHNICAL AND ADMINISTRATIVE SUPPORT SERVICES
RFP NO. 18-047
IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL.”

City of Santa Ana
Attn.: Taig Higgins
Public Works Agency;
20 Civic Center Plaza; 4th Floor Reception, Ross Annex
Santa Ana, CA 92701
```

Proposals shall be mailed, hand delivered, or sent by courier service. Proposals shall NOT be sent via telegraphic, electronic or facsimile.

All notifications, updates and addenda will be posted on the City’s RFP Bid page at www.santa-ana.org/bids-rfps. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

LETTER OF INTENT - Interested firms shall submit a Letter of Intent of their pending proposal to the noted Project Manager by the required date as shown on the cover page of this RFP. Letters shall be forwarded via certified mail or email and shall include the following information:

1. Use formal company letterhead.
2. Indication of company interest in the RFP.
3. Acknowledgement of candidate's responsibility to monitor the City's website for any amendments or modifications to the RFP.
4. Provision of correct, complete contact information.
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I. INTRODUCTION / PROJECT DESCRIPTION

Nature of Work:
The City of Santa Ana is seeking Engineering, Technical and Administrative Support Services. A detailed Scope of Work is included in the Appendix of this RFP as Attachment 1.

Number of Proposals and Signature:
Five (5) hard copies and one (1) digital file on labeled USB Flash Drive (or equivalent) of your proposal shall be signed by a company official with the power to bind the company and submitted to the City of Santa Ana. One (1) copy of your Fee Proposal shall be submitted.

The Statement of Qualifications shall be limited to a maximum of (10) double-sided pages (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11” x 17”.

Proposal Evaluation and Rating:
The criteria for evaluating the proposals submitted will take the following items into consideration:

- Firm/Team Experience 25%
- Understanding of Need 25%
- Relevant Project Experience 30%
- Schedule 5%
- References 15%

The City has established a proposal review committee to evaluate proposers based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.
Project Funding:

Project is funded with a variety of sources for each assignment. Special conditions may apply. Refer to Attachments 1 (Scope of Work) in the Appendix of this RFP.

Term of Contract Agreement:

The City desires to enter into a contract with the selected firm/s for an initial Three (3) year term with a City option for one (1), two (2)-year extensions for an amount not-to exceed $500,000. This term is outlined in the Standard Consultant Agreement, as contained in the Appendix of this RFP as Attachment 2.
II. INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES
The City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES
Point of Contact: The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer’s financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

C. REQUEST FOR INFORMATION OR CLARIFICATION
All questions or requested clarifications shall be made in writing via e-mail to the Project Manager (contact information as noted on the cover page to this RFP) no fewer than five (5) calendar days prior to the date and time set for opening of proposals. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

D. ADDENDA
Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City’s website, santa-ana.org/bids-rfps as set forth in the Notice Inviting Proposals. Addenda shall become part of the agreement documents.

E. LICENSES & PERMITS
The selected proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City projects manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposer will be responsible for obtaining any licenses/permits required by the Scope of Work.

F. INSURANCE
The Selected Proposer shall provide the required evidence of insurance coverage as set forth in the Scope of Work within ten (10) business days after receipt of notice that the contract has been awarded. Failure to provide the required insurance certificates shall be cause for the annulment of the award and the forfeiture of the proposal guaranty.
G. PAYMENT INFORMATION PACKET
The selected proposer shall return a completed payment information packet within ten (10) business days after the successful proposer has received notice that the contract has been awarded. The packet is available on the City’s website: Santa-Ana.org/bids-rfps.

H. PRE-PROPOSAL MEETING
Should a pre-proposal be scheduled, the date, time and location is identified on the cover page of this RFP. The meeting will include discussion of the project scope and a question-and-answer session. It is highly recommended that the Proposer’s key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in “Section D: Addenda.”

I. CITY RIGHT TO REJECT
The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP. Subcontractors shall be the responsibility of the successful proposer and the City shall assume no liability of such subcontractors.

J. BID PROTESTS
Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or his designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.
III. SUBMITTAL REQUIREMENTS

A. GENERAL

   I. The number of Proposal Copies and signature is specified in:
      RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

   II. Deadline:
      Proposals are due to the City of Santa Ana at the date, time, and location specified in the Notice Inviting Proposals.

B. PROPOSAL CONTENTS

   The proposal format and page limitation, if any, is specified in:
   RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

   1. STATEMENT OF QUALIFICATIONS

      a. Cover Letter – Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity.

      b. Contract Agreement Statement: Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the Agreement attached herein as Attachment 2 in the Appendix.

      c. Firm and Team Experience: Proposal shall include a profile of the firm’s experience. Include resumes of project team/sub-consultants that will be providing services which outline their technical and design experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual’s time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited for an interview.

      d. Understanding of Need: Proposal shall include an outline which demonstrates the firm’s understanding of the work. This outline should include anticipated approach, tasks necessary for successful completion, deliverables, and suggestions or special concerns that the City should be made aware of. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate.

      e. Relevant Project Experience: Proposal shall include a list of projects which your firm or personnel have completed within the last 5 years, including significant work with public agencies. Project information should include project description, year completed, client name, along with a person to contact and their telephone number.
f. **References:** Proposal shall include a listing of relevant projects with references for three public entities for which Proposer has performed similar work within the past five (5) years.

2. **SCOPE OF SERVICES AND SCHEDULE:**
   Proposal shall include a Scope of Services and Schedule which details the work phases to be completed, the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the project, based upon the requested Scope of Work detailed in Attachment 1 of this RFP.

3. **FEE PROPOSAL:**
   The fee proposal shall be submitted concurrently with the technical proposal, but in a separately sealed envelope, clearly labeled as “Fee Proposal.” This shall include the firm’s Standard Hourly Fee Schedule, a table outlining the tasks and team hourly effort for each of the major tasks, and a Project Fee Schedule as outlined in the Scope of Work.

   The fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the consultant based on qualifications, and then negotiate a contract price based on available funding.

4. **CERTIFICATIONS:**
   The following forms shall be signed and included as part of the proposal submittal package:
   - Attachment 3-1: Non-Collusion Affidavit
   - Attachment 3-2: Non-Lobbying Certification
   - Attachment 3-3: Non-Discrimination Certification

IV. **PROPOSAL REVIEW (CONSULTANT SELECTION)**

A. **EVALUATION AND RATING**
   The criteria for evaluating the proposals are specified in:

   RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

B. **SELECTION**
   The committee may interview the top ranking proposers. The City will recommend award of the contract to the proposer who will provide the best value to the City. City reserves the right to begin negotiations and enter into a contract without interview or further discussions.

V. **CONTRACT AWARD**

   A. **REQUEST FOR COUNCIL ACTION**
Following evaluation and rating by the proposal review committee, the Project Manager will recommend award of a contract to the proposer providing the best value to the City.

B. EXECUTION OF AGREEMENT
The Scope of Services, Schedule, and Fees submitted in the proposal will be the basis of any negotiation of final terms which will lead to a completed agreement ready for execution based on the standard Agreement attached herein as Attachment 2 in the Appendix.

VI. IMPLEMENTATION
A. KICK-OFF MEETING
A kick-off meeting will be held after award of contract. Consultant and its team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation process.

B. NOTICE TO PROCEED
Following the kick-off meeting, a formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all required bonds, insurance documents and contents of the Information Packet have been received and approved.

For “On-Call” contracts, Consultant will be notified by individual City Project Managers on a case-by-case basis to request project/task specific proposals. Written NTPs will be then issued accordingly.

VII. PUBLIC RECORDS
All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
Appendix
ATTACHMENT 1
SCOPE OF WORK

CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
ENGINEERING, TECHNICAL AND ADMINISTRATIVE SUPPORT SERVICES
RFP NO.: 18-047

Introduction and Background:

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.5 square miles and a population of over 325,000 people.

The City of Santa Ana Public Works Agency is soliciting proposals for staff services from consulting firms to assist in the Design, Construction Management, Plan Check, Project Management, Inspection, Oversight and delivery of Public Work Services.

In the past, the City has utilized professional and administrative staff on as needed basis to meet the goals and objectives of the City in the delivery of quality and on time services. The staff services are an extension to the current workforce and work in conjunction to better serve and complement the needs of the Public Works Agency.

In summary, the City of Santa Ana is soliciting proposals from qualified firms to provide engineering, technical, and administrative support services for Public Works. This request for proposal (RFP) provides interested qualified firms with the information enabling them to submit a Service Bid Proposal and to provide the services described herein. The City may select up to three (3) consultants to provide the services described herein.

Description of Work:

On as needed basis, the Consultant/s will provide the City with professional staff to perform engineering, technical and administrative tasks on the delivery Public Work Services. These tasks may include: Engineering design for street rehabilitation and street widening projects plans and specifications. Underground utility design and review for water, sewer and storm drain plans and specifications; Electrical and Mechanical consulting, review of design of plans and specifications for water infrastructure (i.e. development and permit projects; Engineering and administrative support of Neighborhood Traffic Management and Residential Permit Parking program; Landscaping and irrigation system design for public work projects. In addition, services may include traffic signal design, road striping, survey services, contract management, project inspection and oversight, and administrative support services.
The position titles the Consultant/s might need to fill are included in the list below. The Consultant’s ability to fill all listed positions is desirable, but not a requirement.

**Engineering/Technical**

- Project Engineer
- Senior Civil Engineer (P.E. License Required)
- Assistant Engineer II, (Civil, Traffic, Electrical, Mechanical)
- Assistant Engineer I, (Civil, Traffic, Electrical, Mechanical)
- Engineering Aide
- CADD – Designer
- GIS Analyst
- Land Surveyor (LS License Required)
- Project Manager
- Field Inspector (Construction)
- Field Inspector (Buildings)
- Storm Water Coordinator
- Plan Check Engineer (Grading, Street Improvement, Utilities)
- Map Checker

**Administrative**

- Senior Accounting Assistant
- Accounting Assistant
- Administrative Assistant
- Contract Administrator
- Permit Parking Assistant

After the City identifies the need for a position to be filled, the selected consultant/s will be asked to provide resumes of the candidates for the position. The City reserves the right to interview any of the candidates prior to making the selection. Registered Professional Engineers and Licensed Land Surveyors may be required to sign plans, specifications and contract legal documents.

The City will accommodate the chosen candidate/s with a workstation, provide office supplies, and City issued building access cards (temporary identification).

**Consultant Responsibilities:**

**Sample Fee Proposal**

Consultant shall submit a fee proposal as described below in a sealed fee envelope. The proposal will be used for fee comparison and evaluation purposes.

The proposer shall complete this form and include it along with the billing rates breakdown. This schedule will be used for comparison purposes only.
### PROPOSER FEE RATE SCHEDULE

<table>
<thead>
<tr>
<th>COMPANY NAME (date)</th>
<th>TITLE</th>
<th>BILLING RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Project Engineer</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Senior Civil Engineer (PE, License Required)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Assistant Engineer II</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Assistant Engineer I</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Engineering Aide</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>CADD- Designer</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>GIS- Analyst</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Land Surveyor (LS, License Required)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Project Manager</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Field Inspector (Construction)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Building Inspector (Buildings)</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Storm Water Coordinator</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Plan Check Engineer</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Map Checker</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Senior Accounting Assistant</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Accounting Assistant</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Administrative Assistant</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Contract Administrator</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Permit Parking Assistant</td>
<td>$</td>
</tr>
</tbody>
</table>

Furthermore, this fee proposal will become part of Exhibit B of the Contract Agreement and will be used to compare with an actual work request.

**Fee Proposal:**

Proposers shall comply with all requirements as they pertain to the use of federal or state awarded funds. Refer to Attachment 4 for Caltrans additional provisions and forms, including Exhibit 10-H – Sample Cost Proposal in the Appendix of this RFP and also available by referencing Caltrans Local Assistance Procedures Manual (LAPM) Chapter 10 online.

**Consultant Audit and Review Process:**

Prior to awarding the contract(s), the selected Consultant(s) shall be subject to an audit or review by Caltrans’ Audits and Investigations (A&I), other state audit organizations, or the federal government. The selected Consultant shall complete Exhibit 10-K – Consultant Certification of Contract Costs and Financial Management System, in the Appendix of this RFP as Attachment 4 and also available by referencing Caltrans LAPM Chapter 10 online.
Disadvantaged Business Enterprises (DBE) Goal Encouragement:

The Agency will establish a DBE goal for this Contract if the project/task funding ever utilizes federal funds. Proposers are encouraged to obtain DBE participation for this contract. Refer to Exhibit 10-I – Notice to Proposers DBE Information and Exhibit 10-O1: Consultant Proposal DBE Commitment included in the Appendix of this RFP and also available by referencing Caltrans LAMP Chapter 10 online.
CONSULTANT AGREEMENT
CITY OF SANTA ANA

THIS AGREEMENT is made and entered into this _____ day of __________, 2018 by and between ____________________________________________________________, (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

A. The City desires to retain a consultant having special skill and knowledge in the field of:

[Blank Box for Briefly describe expertise sought and the scope of work the consultant (engineering) services will perform.]

B. Consultant represents that Consultant is able and willing to provide such services to the City.

C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in Scope of Services - Exhibit A, attached hereto and incorporated by reference.

2. COMPENSATION

a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in Compensation - Exhibit B. The total amount to be expended under this Agreement shall not exceed $xxxxxx during the term of this Agreement, including any extension periods exercised under Section 3.
b. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on [enter a Start Date or “the date first written above”] for a number (#) year term with the option for the City to grant up to a number (#)-year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 16, below.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not
be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. **INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant’s operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of $1,000,000 per occurrence, with $2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

b. **Business automobile liability insurance, or equivalent form,** with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. **Worker’s Compensation Insurance.** In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker’s compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer’s liability insurance with limits not less than $1,000,000 per accident.

d. **Professional liability insurance,** with a combined single limit of not less than $1,000,000 per claim with $2,000,000 in the aggregate.

e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:
   i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
   ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
   iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.
   iv. Consultant shall supply City with a fully executed additional insured endorsement.
f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City’s election, to forthwith terminate this Agreement. Such termination shall not affect Consultant’s right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, because of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant’s services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States’ letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours.
Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. “Confidential Information” shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services. Conflict may be further specified in Certifications - Exhibit C, attached hereto and incorporated in this Agreement by reference.

13. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations and as further specified in Certifications - Exhibit C, attached hereto and incorporated in this Agreement by reference.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or
otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

15. **ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City’s ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. **TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

17. **WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

18. **JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
19. **PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

20. **MISCELLANEOUS PROVISIONS**

a. Additional provisions, if any, are identified as Additional Provisions, **Exhibit D**, attached hereto and incorporated into this Agreement by reference. No Exhibit D is attached in the absence of additional provisions.

b. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

21. **NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:
To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714-647-6956

With courtesy copies to:

<table>
<thead>
<tr>
<th>Edwin “William” Galvez, P.E.</th>
<th>Sonia R. Carvalho</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acting Executive Director, Public Works Agency</td>
<td>City Attorney</td>
</tr>
<tr>
<td>City of Santa Ana</td>
<td>City of Santa Ana</td>
</tr>
<tr>
<td>20 Civic Center Plaza (M-21)</td>
<td>20 Civic Center Plaza (M-29)</td>
</tr>
<tr>
<td>P.O. Box 1988</td>
<td>P.O. Box 1988</td>
</tr>
<tr>
<td>Santa Ana, California 92702</td>
<td>Santa Ana, California 92702</td>
</tr>
<tr>
<td>Fax: 714-647-5635</td>
<td>Fax: 714-647-6515</td>
</tr>
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</table>

To Consultant:

<table>
<thead>
<tr>
<th>First &amp; Last Name</th>
<th>Title</th>
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<tr>
<td></td>
<td>Consultant Firm Name</td>
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<tr>
<td></td>
<td>Address</td>
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<tr>
<td></td>
<td>City, State, Zip</td>
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<tr>
<td></td>
<td>Fax:</td>
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A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

Maria D. Huizar
Clerk of the Council

Raul Godinez II
City Manager

CITY OF SANTA ANA

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: ____________________________
John Funk
Assistant City Attorney

CONSULTANT:

________________________________________
(name)
(title)
Tax ID# ____________________________

RECOMMENDED FOR APPROVAL:

Edwin “William” Galvez, P.E.
Acting Executive Director
Public Works Agency

Rev. 9-20-2017
EXHIBIT A

SCOPE OF SERVICES
EXHIBIT B

COMPENSATION
Fee Proposal including hourly rates
(from Consultant Proposal)

The total compensation may include a line item for the cost from the Fee Proposal, followed by a line item for any contingency, followed by a grand total not to exceed (NTE) Amount. This is what may be transferred to the front page of the contract.
EXHIBIT C

CERTIFICATIONS

C-1 through C-3
EXHIBIT D

ADDITIONAL PROVISIONS
Caltrans Forms
Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT CERTIFICATIONS

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

State of California
County of __________

Subscribed and sworn to (or affirmed) before me on this ___ day of ______, 20__, by ______________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature          Notary Public Seal
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a “Disclosure of Lobbying Activities”.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm

Signed and Printed Name:

Title

Date
The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Consultant’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract
or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: ____________________________________

Title: _____________________________________

Firm: _______________________________________

Date: _____________________________________
EXHIBIT 10-H  
Sample Cost Proposal

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)  Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Markup rates are Not Allowed.

Consultant: ___________________________  Contract No.: ___________________________  Date: ___________________________

<table>
<thead>
<tr>
<th>Classification/Title</th>
<th>Name</th>
<th>Hour(s)</th>
<th>Actual Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td>$0.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

LABOR COSTS
a) Subtotal Direct Labor Costs: $0.00
b) Anticipated Salary Increases (see page 2 for sample): $0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]: $0.00

FRINGE BENEFITS
d) Fringe Benefits (Rate: 0.00%) : $0.00
e) TOTAL FRINGE BENEFITS [(c) x (d)]: $0.00

INDIRECT COSTS
f) Overhead (Rate: 0.00%) : $0.00
  g) General and Administrative (Rate: 0.00%) : $0.00
  i) TOTAL INDIRECT COSTS [(f) + (g)]: $0.00

FEE (Profit)
a) Profit (Rate: 0.00%) : $0.00
b) TOTAL FIXED PROFIT [(c) + (e)]: $0.00

OTHER DIRECT COSTS (ODC)
  Description                                                                 Unit(s) | Unit Cost | Total
  i) Travel / Mileage Costs (supported by consultant actual costs)              |       |           |   $0.00 |
  m) Equipment Rental and Supplies (temari)                                      |       |           |   $0.00 |
  a) Permit Fees (temari), Plan sheets (each), Test holes (each), etc.           |       |           |   $0.00 |
  e) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) |       |           |   $0.00 |

p) TOTAL OTHER DIRECT COSTS [(i) + (m) + (a) + (e)]: $0.00

TOTAL COST [(c) + (e) + (g) + (p)]: $0.00

NOTES:
• Employees subject to prevailing wage requirements to be marked with an *
• ODC items should be based on actual costs and supported by historical data and other documentation.
• ODC items that would be considered “tools of the trade” are not reimbursable.
• ODC items should be consistently billed directly to all clients, not just when client will pay them as direct cost.
• ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rates.

Page 1 of 5
January 14, 2015
EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)  Page 2 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant ___________________________  Contract No. __________  Date __________

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

<table>
<thead>
<tr>
<th>Direct Labor</th>
<th>Total Hours per Cost Proposal</th>
<th>Avg 5 Year Contract Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal per Cost Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>___________________</td>
<td>___________________________</td>
<td>__________________________</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Avg Hourly Rate</th>
<th>Proposed Escalation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>_________</td>
<td>+= 0.00%</td>
</tr>
<tr>
<td>2</td>
<td>_________</td>
<td>+= 0.00%</td>
</tr>
<tr>
<td>3</td>
<td>_________</td>
<td>+= 0.00%</td>
</tr>
<tr>
<td>4</td>
<td>_________</td>
<td>+= 0.00%</td>
</tr>
<tr>
<td>5</td>
<td>_________</td>
<td>+= 0.00%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Estimated % Completed Each Year</th>
<th>Total Hours per Cost Proposal</th>
<th>Total Hours per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 0.0%</td>
<td>__________</td>
<td>__________</td>
</tr>
<tr>
<td>2 0.0%</td>
<td>__________</td>
<td>__________</td>
</tr>
<tr>
<td>3 0.0%</td>
<td>__________</td>
<td>__________</td>
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<tr>
<td>4 0.0%</td>
<td>__________</td>
<td>__________</td>
</tr>
<tr>
<td>5 0.0%</td>
<td>__________</td>
<td>__________</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Avg Hourly Rate (calculated above)</th>
<th>Estimated hours (calculated above)</th>
<th>Cost per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>*</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Year 2</td>
<td>*</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Year 3</td>
<td>*</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Year 4</td>
<td>*</td>
<td>$ 0.00</td>
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<tr>
<td>Year 5</td>
<td>*</td>
<td>$ 0.00</td>
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</tbody>
</table>

Total Direct Labor Cost with Escalation = $ 0.00
Direct Labor Subtotal before Escalation = __________
Estimated total of Direct Labor Salary Increase = __________  Transfer to Page 1

NOTES:
• This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
• An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
• This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2

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

Note: Mark-ups are Not Allowed

Consultant or Subconsultant ___________________________ Contract No. __________ Date __________

Fringe Benefit 0.00% + Overhead 0.00% + General Administration 0.00% = 0.00% Combined Indirect Cost Rate (ICR)

\[
FEE = \frac{0.00\%}{(0.00\% + 0.00\% + 0.00\%)}
\]

BILLING INFORMATION

<table>
<thead>
<tr>
<th>Name/Job Title/Classification(^1)</th>
<th>Hourly Billing Rates(^2)</th>
<th>Effective date of hourly rate From</th>
<th>Effective date of hourly rate To</th>
<th>Actual or Avg. hourly rate(^3)</th>
<th>% or $ increase</th>
<th>Hourly range - for classifications only</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Straight</td>
<td>OT(1.5x)</td>
<td>OT(2x)</td>
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1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate \(\times (1 + ICR)\) \(\times (1 + Fee)\). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:
- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit
## SCHEDULE OF OTHER DIRECT COST ITEMS

<table>
<thead>
<tr>
<th>DESCRIPTION OF ITEMS</th>
<th>UNIT COST</th>
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<td>PRIME TOTAL ODCs =</td>
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<td>SUBCONSULTANT #1 ODCs =</td>
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<td>SUBCONSULTANT #2 ODCs =</td>
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### IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Gov't., State Gov't., and Local Gov't. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, is like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)
COST PER UNIT OF WORK CONTRACTS
(GEO-TECHNICAL AND MATERIAL TESTING)

**Note:** Mark-ups are Not Allowed

Consultant ___________________________ Contract No. ______________ Date ______________

Page ___ of ___

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

<table>
<thead>
<tr>
<th>DIRECT LABOR</th>
<th>Hours</th>
<th>Hourly Billing Rate ($)</th>
<th>Total ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional (Classification)</td>
<td>______</td>
<td>______</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Sub-professional/Technical*</td>
<td>______</td>
<td>______</td>
<td>$ 0.00</td>
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</tbody>
</table>

| EQUIPMENT (with Operator) | ______ | ______ | $ 0.00 |

**OTHER DIRECT COST**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit(s)</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization/De-mobilization</td>
<td>______</td>
<td>______</td>
<td>$ 0.00</td>
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<tr>
<td>Supplies/Consumables (Itemize)</td>
<td>______</td>
<td>______</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Travel/Mileage</td>
<td>______</td>
<td>______</td>
<td>$ 0.00</td>
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<tr>
<td>Report (if applicable)</td>
<td>______</td>
<td>______</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

**TOTAL COST PER UNIT OF WORK**

$ 0.00

**NOTES:**
- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

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

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

3. SUBMISSION OF DBE INFORMATION
   If there is a DBE goal on the contract, Exhibit 10-O1 Consultant Proposal DBE Commitment must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.
   Exhibit 10-O2 Consultant Contract DBE Information must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION
   It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:
   A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
   1. The proposer is a DBE and will meet the goal by performing work with its own forces.
   2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
   3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

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

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

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:
   A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
   B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the
purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
EXHIBIT 10-K  CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

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

Certification of Final Indirect Costs:

Consultant Firm Name: ____________________________

Indirect Cost Rate: ______________ * for fiscal period ______________________________

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

Local Government: ____________________________

Contract Number: ____________________________ Project Number: ____________________________

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

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.

2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

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

Certification of Direct Costs:

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

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January 14, 2015
1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

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

Subconsultants (if applicable)
Proposed Contract Amount (or amount not to exceed if on-call contract): $ _________________

Prime Consultants (if applicable)
Proposed Total Contract Amount (or amount not to exceed if on-call contract): $ _________________

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

$ _________________
$ _________________
$ _________________
$ _________________
$ _________________

Consultant Certifying (Print Name and Title):

Name: ________________________________
Title: ________________________________

Consultant Certification Signature **: ________________________________

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

Consultant Contact Information:

Email: ________________________________
Phone number: ________________________________

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

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

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

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Page 2 of 2
January 14, 2015
EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

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

<table>
<thead>
<tr>
<th>7. Description of Work, Service, or Materials Supplied</th>
<th>8. DBE Certification Number</th>
<th>9. DBE Contact Information</th>
<th>10. DBE %</th>
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Local Agency to Complete this Section

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.

11. TOTAL CLAIMED DBE PARTICIPATION %

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 COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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