



REQUEST FOR QUALIFICATIONS

for

**On-Call Structural Engineering Firm to Provide General Structural Engineering
Services & Bridge Preventative Maintenance**

Date Released: September 18, 2020

**City of Pleasanton
P.O. Box 520, 200 Old Bernal Avenue
Pleasanton, CA 94566**

Proposals are due prior to 2 p.m., October 16, 2020

Request for Qualifications

for

**On-Call Structural Engineering Firm to Provide General Structural Engineering
Services & Bridge Preventative Maintenance**

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INTRODUCTION

The City of Pleasanton's Engineering Department is requesting qualifications proposals (RFQ) for on-call structural engineering firms to provide engineering recommendations, plans, specifications, estimates, and construction support for various city projects. The City will retain a maximum of three (3) structural engineering firms and the term of contract will be (3) years (FY 2020-2023) with two optional one-year extensions. The not-to-exceed total contract amount will be up to an aggregate total of \$750,000 for all three firms. The contract(s) are not funded at the time of award, and funds are allocated at the time of task authorizations through project-specific Capital Improvement Projects as well as maintenance and operations general funds. The qualified structural engineering firms will provide design, bid and construction support services for the City's Bridge Preventative Maintenance Program (BPMP), soundwalls; general structural projects which may include, but are not limited to: retaining walls, buildings, foundations, culverts. Consultant may also provide engineering recommendations for emergency situations. The Consultant will be required to provide all necessary field work, inspection, recommend maintenance work, prepare contract documents, provide bidding and construction support.

The Bridge Preventative Maintenance Program (BPMP) will be funded with federal and local dollars, requiring the Consultant to follow all pertinent local, State, and Federal laws and regulations. The City anticipates the Consultant will aid in applying and receiving additional Federal and State funding toward the implementation of the BPMP, inspections, analysis, design and construction of bridge maintenance projects for on-system structures. The City will be abiding by the two-step RFQ/RFP process as outlined in Chapter 10 of Caltrans LAPM and the statement shall serve as the first step.

The City has 92 bridges and structures and has bi-annual funding of \$75,000 for the inspection of local bridges. The Consultant should expect to perform element level bridge inspections on local bridges and structures that are not in Caltrans inventory and prepare reports in accordance with the Caltrans Element Level Inspection Manual. The reporting will be used to update the City's Bridge Maintenance Program database.

The City has approximately nine miles of soundwalls and has an annual funding of \$200,000 for repair and maintenance of the soundwalls. The consultant should expect to perform as-needed structural analysis, repair and maintenance recommendations; provide cost estimate to replace or retrofit soundwalls, and design and construction support of maintenance projects.

This RFQ describes the scope of services, the necessary components of the Statement of Qualification proposal, the Consultant selection process, and a sample copy of the Standard Professional Services Agreement. This RFQ also describes the required format for the submitted Statement of Qualification.

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

<http://www.cityofpleasantonca.gov/business/bids.asp>

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

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

Submit 3 hard copies and 1 electronic copy in PDF format on a USB flash drive of the Consultant's proposal. The hard copies and USB flash drive shall be mailed or submitted to the City of Pleasanton prior to 2 p.m., October 16, 2020. Proposals shall be submitted in a sealed package clearly marked "RFQ - On-call structural engineering firm for general structural engineering services & bridge preventative maintenance" and addressed as follows:

Adam Nelkie, Senior Civil Engineer
Engineering Department
City of Pleasanton
P.O. Box 520, 123 Main Street
Pleasanton, CA 94566

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

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 2 p.m., October 16, 2020.

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

This RFQ does not commit the City of Pleasanton 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 of Pleasanton reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the City of Pleasanton to do so. Furthermore, a contract award may not be made based solely on price.

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

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

The anticipated consultant selection schedule is as follows:

Advertise:	September 18, 2020
Last date of Questions to be submitted:	October 9, 2020
RFQ Due:	October 16, 2020
RFQ review and evaluation:	October 19 – 30, 2020
Invite for Interviews:	October 30, 2020
Oral interviews:	November 10, 2020
Cost Negotiation with first ranked consultant:	November 16, 2020
City Council Award:	December 15, 2020
Contract Award and Notice to Proceed:	January 1, 2021

Any questions related to this RFQ shall be submitted in writing to the attention of Adam Nelkie, Senior Civil Engineer, via email at anelkie@cityofpleasantonca.gov. Questions shall be submitted before 5 p.m., October 9, 2020.

No oral question or inquiry about this RFQ shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

Bridge Preventative Maintenance Program:

The City of Pleasanton developed a Bridge Preventative Maintenance Program (BPMP) in accordance with the Caltrans "Bridge Preventative Maintenance Program" established in April 2006. The City has 92 bridges which include Caltrans, City of Pleasanton and privately owned bridges with varying maintenance agreements. The types of bridges include pedestrian bridges, highway overpasses, culverts and bridges crossing over roads, railroads, water ways and drainage structures of 36-inch diameter or larger. The structure type will include reinforced concrete box girders, welded steel girders and reinforced concrete T beams. The City has complete inventory and inspection reports for all Caltrans inspected bridges in the City of Pleasanton. See Attachment 3 for the City's BPMP data base inventory list.

The City is seeking qualified structural engineering firms to help submit BPMP project recommendations to Caltrans to address the recommendations identified in the Caltrans Bridge Inspection reports to fund the design and construction of on-system bridge maintenance projects. Funded projects will lead to the consultant development of bridge preventative maintenance improvement plans, specifications, and estimates. Typical recommendations may include metharcylate treatment to the concrete deck surfaces, replace existing expansion joints and repair minor spalled concrete areas.

In addition, the City is seeking a consultant to perform element level bridge inspections on local bridges and update the City's Bridge Maintenance Program database. The consultant shall provide repair and maintenance recommendations and budget level estimates.

Soundwalls:

The City of Pleasanton has approximately 9 miles of soundwalls that are to be maintained by the City and private associations. Many of these soundwalls were built in the 1980s and 1990s, including some in the 1970s, and are in need of inspection, maintenance and replacement. The soundwalls can be found on local roads, along highways, bridges, Arroyo de la Laguna, and Arroyo Mocho canal.

The on-call Consultant may be tasked to investigate/inspect soundwalls and provide design or maintenance recommendations, as well as bid and construction support services for replacement or maintenance projects. The City is working on and developing a soundwall inventory list identifying ownership and maintenance responsibility. See Attachment 5 for the current inventory list.

General Structural Support:

The City of Pleasanton has buildings and facilities that are located throughout the City, varying from simple restrooms to multi-story pump stations. The type of buildings include single story to multi-story buildings and the structure can be concrete, metal, wooden or masonry block. There are also numerous retaining walls, culverts, headwalls and vaults. The selected Consultant(s) will perform field investigation, peer review of plans and specifications, develop plans, specifications and estimates, provide maintenance recommendations, seismic assessments, foundation design, and construction support services for the City's general structural projects.

The on-call Consultant is expected to provide a- needed structural engineering support during emergencies. This could include field inspection, analysis and recommendations of city facilities in support of the City's critical functions and uphold public safety; inspection of potentially damaged structures and facilities.

In recent years, the City had authorized on-call consultant to provide engineering services for three Caltrans funded Bridge Preventative Maintenance Projects (BPMP), development of City's bridge data base, emergency bridge repair recommendations, inspect and provide repair recommendations for sound walls, review retaining walls and seismic assessment of public buildings.

City Description:

Located at the junction of the I-580 and I-680 freeway interchange, Pleasanton is a community of 79,259 and is near the major business markets of Silicon Valley, San Francisco and the Central Valley. Pleasanton supports a thriving business community ranging from software to biotechnology to professional services. Many businesses make their home in the nationally recognized Hacienda Business Park at the center of the City. There are over 29,000 dwelling units in Pleasanton.

The City of Pleasanton is organized into numerous departments and divisions, such as the Engineering Department, which is comprised of four divisions (Capital Improvement, Land Development, Landscape Architecture and Construction Inspection), the Traffic Engineering Division (with the Community Development Department) and the Operations Services Department (OSD). The OSD is responsible for the operations and maintenance of the City's infrastructure (Water, Sanitary Sewer, Storm Drains, Streets and Parks). The on-call structural engineering firm will work primarily with the Engineering Department but will be available to support all city departments.

SCOPE OF WORK

General:

The City of Pleasanton is interested in contracting with a Consultant(s) that will provide specified tasks related to preparing plans, specifications, estimates, project design, field work, structural engineering and construction support services for the Bridge Preventative Maintenance Program (BPMP), soundwalls, general structural project that may include but are not limited to: retaining walls, building assessments and repairs, foundations, culverts; providing engineering recommendations for emergency situations. These services will provide support to the Engineering Department for the City's various Capital Improvement Program (CIP) projects.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFQ and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the City of Pleasanton as indicated in the sample contract in Attachment 6.

Services to be Provided:

The following is a general scope of work that is anticipated under the on-call contract. It is anticipated that the detailed scope of work will be developed for each task in consultation with the selected consultant.

The selected on-call Consultants will provide structural engineering services to the City's Bridge Preventative Maintenance Program (BPMP), bridge inspections, design activities which may include, but are not limited to:

1. Provide project management and administration.
2. The BPMP will be based on Caltrans' Bridge Preventative Maintenance Program but shall include local structures not included in the Caltrans program. The development of the program will include bridge inventory, data research for record drawings and information, review of maintenance agreements, incorporation of existing inspection information, repair strategies, prioritization of repairs, budgeting, scheduling, forecasting, etc. The goal is to have a document that can be updated as inspection and improvements are completed, and new list of priorities are created.
3. Complete a comprehensive identification of all structures that should be included in the asset management program including bridges, pedestrian bridges, culverts, large diameter storm drains, etc. Brief site visits of all structures with photo documentation of existing conditions.
4. Conduct detailed inspection of local structures that are not included in Caltrans inventory. The inspection reports shall be done in conformance with Caltrans Element Level Inspection Manual.
5. Provide bridge load rating analysis as required.
6. Provide seismic evaluation for structures as required.
7. Prepare project construction plans in accordance with Caltrans current standards, HBP requirements and City's Standard Specification 2016.
8. Assist the City in evaluation, creation and processing all required environmental documents and permits.
9. Prepare detailed project specifications and other contract documents including Special Provisions and Technical Specifications to incorporate project-specific requirements and identify required submittals.
10. Prepare engineer's cost estimates for budget review and for bid evaluations.

11. Submit design documents at 35%, 65% and 100% for City's review and comments. Submit to Caltrans as required for their review and approval. Perform field review meeting at 35% with Caltrans to confirm E76 for preliminary engineering (PE) approval. 65% design shall include the as-built drawings for reference, right-of-way limits and maintenance recommendations. The 100% design shall include completed design drawings and specifications. Final plans shall incorporate all comments and be ready for bidding.
12. Meet with city staff before start of work and after each submittal.
13. Answer all technical questions from prospective bidders during the bidding period and preparation of addenda, as necessary.

In addition, the selected on-call Consultants will provide the following services to the City's soundwall repair and replacement projects and general structural projects.

1. Provide as needed detailed inspection of soundwalls and make repair or replacement recommendation as required.
2. Generate prioritization and cost estimates of soundwall maintenance and replacement.
3. Provide plans, specifications and estimates, and construction support for soundwall repair or replacement.
4. Conduct building and/or foundation assessment and provide repair recommendations as required.
5. Provide technical review for retaining walls and prepare design or maintenance recommendation as required.
6. Provide engineering recommendations for emergency situations.

Typical Deliverables:

Specific deliverables will be developed with each task order. The following are typical deliverables for plan and specification project:

- Three (3) bound sets each of the final plans and of the project specifications and estimates, ready for advertisement and bidding;
- A complete set of signed original drawings and specifications for reproduction;
- An electronic file of the final plans and the project specifications including Autocad files;

Local Bridge Inspection and Soundwall work anticipated deliverables:

- Photo documentation of structure/soundwall
- Element Level Inspection
- Updated data base

- Incorporation of all new data from Caltrans Bridge Inspection reports.
- Structure Condition Index
- Maintenance Treatment Decision Trees/Recommendations
- Preventative Maintenance Strategies associated with Life Cycle Analysis
- Structure/Inventory Value (GASB 32)
- Budget Analysis – Needs, scenario's

As envisioned, the selected consultant may be responsible for completing, the following during the execution of each task assigned under the on-call contract:

Project Management and Administration for All Tasks

Project Management

- Clarify tasks and deliverables.
- Administer the project.
- Ensure conformance with City Standards and requirements.
- Coordinate with City representatives, Caltrans and other pertinent agencies.

Project Meetings

- Meet with City Staff at pre-design stage.
- Design review meetings with the City.

Design coordination and review meetings will address and resolve issues dealing with the technical aspects of the design, design standards and procedures, project schedule, along with deliverable format and content.

Project personnel meetings required during normal design development activities are provided under various design subtasks and are, therefore, not included in this sub-task.

Outside Agency Coordination

- Contact all affected utility companies and any other outside agencies.
- Collect "record" information for all existing utilities near the facility.
- Attend meetings with Caltrans as needed.

Thank you for your interest in this opportunity with the City of Pleasanton,

Sincerely,



Adam Nelkie
Senior Civil Engineer,
Engineering Department

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

The Proposal shall be limited to twenty-five (25) one-sided pages (8-1/2 inches X 11 inches), inclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back covers, cover letter, etc. An additional appendix for required Caltrans forms as outline in section 10 will not count toward the maximum 25-page limit. Type size and margins for text pages should be in accordance with accepted standard formats for desktop publishing and processing and should result in no more than five hundred (500) words per page.

Proposals shall contain the following information in the order listed:

1. Introductory Letter:

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

Adam Nelkie, Senior Civil Engineer
Engineering Department
City of Pleasanton
P.O. Box 520, 123 Main Street
Pleasanton, CA 94566

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

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

2. Executive Summary:

Include a 1 – 2 page overview of the entire Statement of Qualifications describing its most important elements.

3. Consultant Information, Qualifications & Experience:

The City of Pleasanton will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed

description of a minimum of three (3) projects within the past five (5) years which include the following information:

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

4. Organization and Approach:

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

5. Scope of Work:

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the project and how you will address these.
 - b. Describe critical environmental issues and how you will address these.
 - c. How cost and schedule could be minimized.

6. Schedule of Work:

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C, however, expedited schedules are preferred with justification for timeline feasibility.

7. Conflict of Interest Statement:

The proposing Consultant shall disclose any financial, business or other relationship with the City of Pleasanton that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Litigation:

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

9. Contract Agreement:

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 6.

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

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

10. Federal-Aid Provisions:

The proposing Consultant's services may be federally funded, which necessitate compliance with additional requirements. Special attention is directed to Attachment 7 – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 7.

To be included in SOQ.

Exhibit 10-01 Consultant Proposal DBE Commitment

Exhibit 10-Q Disclosure of Lobbying Activities

Exhibit 12-F Cost-Effectiveness/Public Interest Findings

Exhibit 10-T Conflict of Interest & Confidentiality Statement

To Be Included in Cost Proposal (Separate Envelope)

Exhibit 10-H2 Cost Proposal

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

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

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Although the DBE Goal is 0%, forms shall be completed for all necessary information and submitted with the proposal. A DBE goal will be established each task authorization that has Federal Fund. Electronic version of the forms in PDF and MS Word can be found through Caltrans Local Assistance Procedures Manual website:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual. Federally funded work will be issued out as a RFP to all three on call consults to propose on for each project as outlined in the two step process outlined in chapter 10 of the Caltrans LAPM.

11. Cost Proposal:

The consultant performs the specific items of work for services under a task authorization issued for each new service under an on-call contract with a master fee schedule. The method of payment is specific to hourly rates of compensation and approved task authorization.

In order to assure that the City of Pleasanton is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the RFQ shall include a cost proposal for standard hourly rate for each anticipated staff member or classification required to provide services outlined in the RFQ. Proposing Consultants will be required to submit certified payroll records, as required. **Cost proposal shall be submitted in a separate sealed envelope from the proposal.**

The cost proposal is confidential and will remain sealed until all proposals have been reviewed, and the most qualified consultant has been selected. The 2-3 highest ranked consultant's cost proposal is opened just prior to negotiations. All other cost

proposals are returned unopened after contract execution. Reference the sample cost estimate in the LAPM Exhibit 10-H2. Consultant shall prepare a specific rate of compensation Fee estimate establishing rates for the overall contract.

Selected Consultant shall comply with Chapter 10.3 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process. A pre-award or post-award may be performed on any contract or task authorization issued as a result of this RFQ. LAPM Exhibit 10-A, A&E Consultant Audit Request Letter and Checklist must be completed and approved by Caltrans Audits and Investigations (A&I) prior to contract execution.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process:

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

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

The selection process will include oral interviews if the consultant score in the top 3 or 4 in the proposal evaluation. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

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

Evaluation Criteria:

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

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.

1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

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

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	Organization & Approach	15
4	Scope of Services to be Provided	15
5	Schedule of Work	5
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	10
8	References	10
	Subtotal:	75

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	10
10	Q&A Response to panel questions	15
	Subtotal:	25
	Total:	100

1. Completeness of Response (Pass/Fail):

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

2. Qualifications & Experience (20 points):

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and nonfederal-aid projects.

3. Organization & Approach (15 points):

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to City of Pleasanton needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
- e. Working Relationship with City of Pleasanton
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.

- iii. Proposal responds to need to assist City of Pleasanton during the project.

4. Scope of Services to be Provided (15 points):

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases of the work.
 - ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

5. Schedule of Work (5 points):

- a. Schedule shows completion of the work within or preferably prior to the City of Pleasanton overall time limits as specified in Appendix C.
- b. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

6. Conflict of Interest Statement (Pass/Fail):

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

7. Local Presence (10 points):

- a. A statement addressing firm's ability to establish an office within the County or surrounding area.

8. References (10 points):

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

9. Presentation by Team (10 points):

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

10. Q&A Response to Panel Questions (15 points):

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

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		20	
3	Organization & Approach		15	
4	Scope of Services to be Provided		15	
5	Schedule of Work		5	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		10	
8	References		10	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
Total:			100	

APPENDIX C – RFQ & PROJECT SCHEDULE

The anticipated RFQ and project construction schedule is as follows:

Advertise:	September 18, 2020
Last date of Questions to be submitted:	October 9, 2020
RFQ Due:	October 16, 2020
RFQ review and evaluation:	October 19 – 30, 2020
Invite for Interviews:	October 30, 2020
Oral interviews:	November 10, 2020
Cost Negotiation with first ranked consultant:	November 16, 2020
City Council Award:	December 15, 2020
Contract Award and Notice to Proceed:	January 1, 2021

Contract period: January 1, 2021, to December 31, 2023

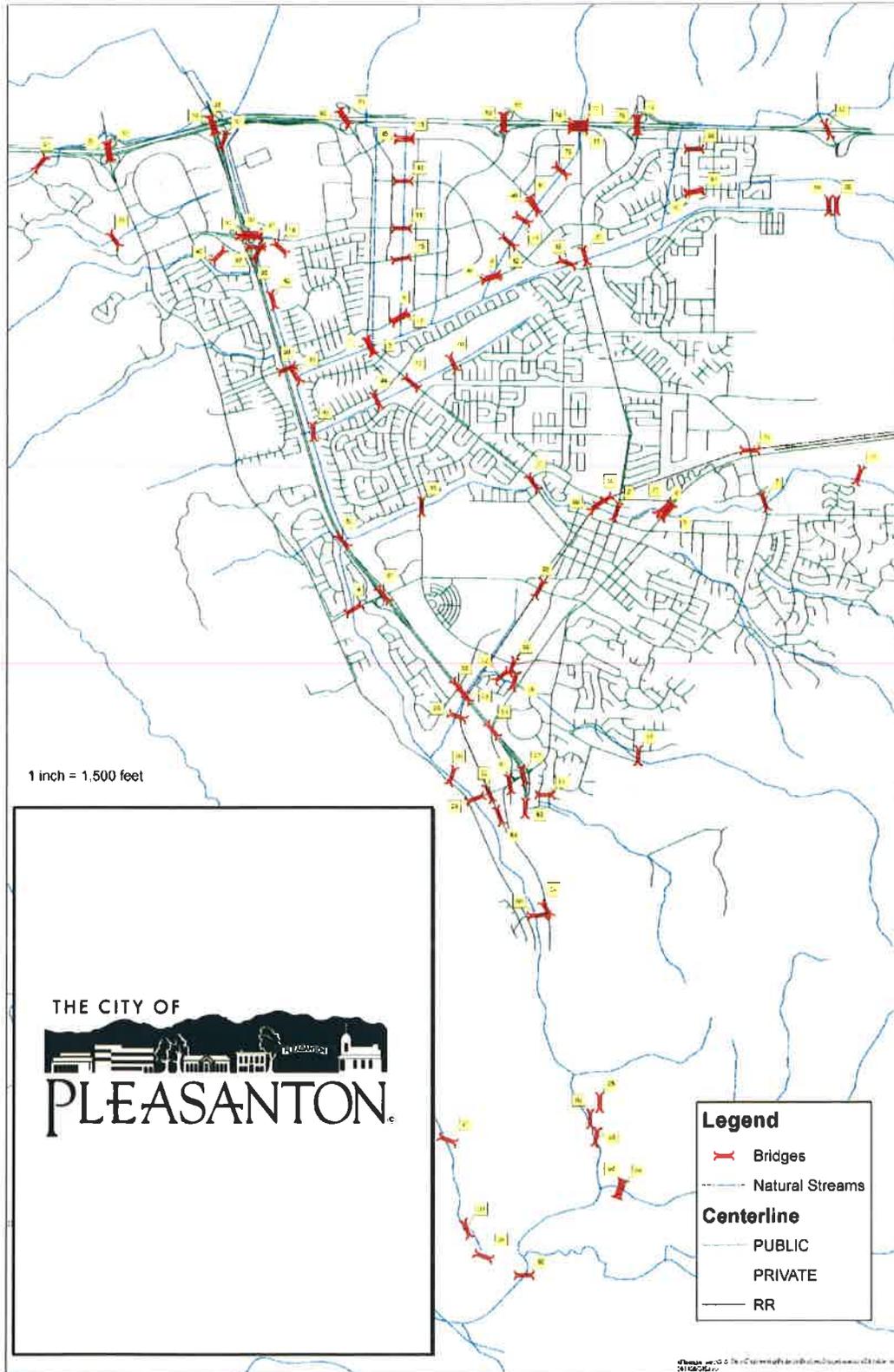
ATTACHMENT 1

Potential Capital Improvement Funding Sources (Design and Construction)

Amador Theater Facility Assessment, CIP 17714	\$160,000
Annual Soundwall Replacement, CIP 20416	\$816,642
Annual Soundwall Replacement, CIP 22416	\$200,000
Annual Soundwall Replacement, CIP 23416	\$200,000
Annual Soundwall Replacement, CIP 24416	\$200,000
Bi-Annual Bridge Evaluation Program, CIP 17518	\$276,055
Bi-Annual Bridge Evaluation Program, CIP 22518	\$75,000
Bi-Annual Bridge Evaluation Program, CIP 24518	\$75,000

Future Bridge Preventative Maintenance Program BPMP Caltrans Funded projects.

ATTACHMENT 2 BRIDGE LOCATION MAP



ATTACHMENT 4

SAMPLE BRIDGE INSPECTION REPORT

Page 1 of 4

DEPARTMENT OF TRANSPORTATION
 Highway Rehabilitation & Construction

Bridge Number: 310088
 Facility Category: HAIRY ST.
 Location: STATE ST. HAIRY ST. PARK
 City: HAWAII
 Inspection Date: 11/09/2011
 Inspection Type: [Blank]
 Inspector: [Blank]

Page 1 of 4

Bridge Inspection Report

STRUCTURE NAME: ARROYO DEL VALLE

CONSTRUCTION INFORMATION

Year Built: 1951
 Span (ft): 60
 No. of Joists: 6
 Length (ft): 373
 No. of Ribs: 6

Structure Description: 3 simple span welded steel girder (S) with composite RC deck on RC post walls and RC seat abutments all on spread footings

Span Configuration: 30 15 0 0

SAFE LOAD CAPACITY AND RATINGS

Design Live Load: H10 OR H12
 Inventory Rating: RP-10 --11.7 metric tons
 Operating Rating: RP-10 --11.7 metric tons
 Permit Rating: 9999
 Posting Load: Type 3: Limit
 Type A2: Limit
 Type 2: Limit

DESCRIPTION OF STRUCTURE

Deck 2-section: 21.0 m x 15.0 m - 3.0 m - 27.1 m - 0.4 m - 15.0 m - 0.2 m
 Total Width: 21.0 m
 Rec Width: 17.1 m
 No. of Lanes: 3
 Spread: 3 ft gap

Min. Vertical Clearance: Unimpaired

Rail Code: 100

Rail Type: [Blank]
 Location: [Blank]
 Length: [Blank]
 Rail Modification: [Blank]

DESCRIPTION OF DAMAGE

Channel Description: Concrete lined

INSPECTION COMMENTS

SCOPE AND ACCESS

Notes are present in the creek at a depth of 0.3 meters in spans 1 and 3. A complete visual inspection was performed.

HAZARD AND SIGNAGE

The upstream joint seals have been covered with an asphaltic sealer. The joint seals have aged and deteriorated. See photos 4-6.

There are several small shallow spalls (9 square inches) along the right exterior edge of the reinforced concrete bridge rail. Some of the spalls have exposed steel reinforcement. This condition is due to inadequate concrete cover and does not threaten the serviceability of this structure.

Pattern cracks are present throughout the deck surface. The cracks are less than 1/16" of an inch wide and spaced 10 to 14 inches apart.

There are 6 to 7 shallow deck spalls that have exposed steel reinforcement in the

Page 2 of 4

INSPECTION COMMENTS

Outboard and seal the joint at span 1. The depth of exposure ranges from 6 to 17 inches. This condition is a construction defect due to inadequate concrete cover. See notes.

There is a deck spall, about 1 1/2 inches deep and 12 inches in diameter. The spall is in span 1, outboard of Abutment 4. See photos 1 and 5.

Reinforcing steel cracks are occurring near spans 2 and 3. The cracks are less than 1/16" of an inch wide spaced 1 to 5 feet apart, and are 5 to 15 inch long. Reinforcement is rebar in the cracks.

UNDERSTANDING

Rebar surface rust has formed on the bottom flanges of the steel girders.

DEFICIENCIES

There are 2 vertical cracks in spans 2 and 3. The cracks extend the full height of the 18" walls and range in size from 1/16" to 1/8" at all times.

No settlement was observed.

No other observations.

SAFE LOAD CAPACITY

Load Rating Summary Sheet dated April 8, 2012 is on file for this structure. While this report does not include a check of that analysis, it does verify that the structural conditions observed during this inspection are consistent with those assumed in that analysis.

No current rating is based on Caltrans, VTRIS 6.1.0 Heavy software calculations dated Oct. 8, 2011.

BRIDGE INSPECTION RATINGS

Item	Description	Score	Weight	Points	Max	Min	Weighted	Points	Max	Min
10	Concrete Deck	3	0.01	0.03	3	0	0.03	0	3	0
11	Reinforced Steel Open Girders/Beams	3	0.02	0.06	3	0	0.06	0	3	0
12	Other Type of Reinforced Concrete	3	0.00	0.00	3	0	0.00	0	3	0
13	Reinforced Concrete Ties	3	0.00	0.00	3	0	0.00	0	3	0
14	Reinforced Concrete Abutments	3	0.00	0.00	3	0	0.00	0	3	0
15	Single Abutment	3	0.00	0.00	3	0	0.00	0	3	0
16	Multiple Joint Seal	3	0.00	0.00	3	0	0.00	0	3	0
17	Rebar - missing rebar sliding	3	0.00	0.00	3	0	0.00	0	3	0
18	21' Road Shoulder	3	0.00	0.00	3	0	0.00	0	3	0
19	Other Bridge Rating	3	0.00	0.00	3	0	0.00	0	3	0
20	Deck Rating (per 6.1.0)	3	0.00	0.00	3	0	0.00	0	3	0
21	Deck Rating	3	1.00	3.00	3	0	3.00	0	3	0
22	Rating of Concrete Deck or Span	3	0.00	0.00	3	0	0.00	0	3	0

Page 3 of 4

WORK RECOMMENDATIONS

Structure: 11/09/2011
 Action: Patch and joint the corroded portion of the post-tensioning system.
 Status: PROPOSED

Structure: 11/09/2011
 Action: Deck Rehabilitation
 Status: PROPOSED

Structure: 11/09/2011
 Action: Joint Sealant
 Status: PROPOSED

Inspected By: [Signature]
 Date: 11/09/2011

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Page 4 of 4

STRUCTURE INVENTORY AND APPRAISAL REPORT

***** CONDITION *****

1) BRIDGE NAME: [Blank]
 2) COUNTY: [Blank]
 3) COUNTY ROUTE: [Blank]
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ATTACHMENT 5

EXISTING SOUNDWALL INVENTORY SPREADSHEET

Eng ID	Front Street Name	Alternative Label	Starting Location	Ending Location	Owned By	Material	Year Built	Condition	Length (ft)
4	Foothill Road	4 Foothill Road	Moller Park	N. Muirwood	City	Concrete Blocks	1989	Average	916.3418076
5	Foothill Road	5 Foothill Road	N. Muirwood	Tr. 2843	City	Concrete Blocks	1969-90?	Good	218.0931478
7	Foothill Road	7 Foothill Road	4978 Forest Hill Dr	Highland Oaks Dr	City	Concrete Blocks	1989-90s	Good	940.29
9	Foothill Road	9 Foothill Road	Highland Oaks Dr	W. Las Positas	City	Concrete Blocks	1989	Good	1929.20472
11a	Foothill Road	11a Foothill Rd	W Las Positas Bl	Oak Creek Dr	City	Concrete Blocks	1989	Good	624.24
		&	4184 Creekwood Ct	Muirwood Dr	City				629.67
		&	Murwood Dr	4032 Alderwood CT	City				310
11b	W. Las Positas (south)	11b W. Las Positas (south)	Foothill Road	Muirwood Dr	City	Concrete Blocks	1989?	Good	1515.36
11b		&	Lakewood St	Muirwood Dr	City				1083.93
11b		&	Foothill High School	Muirwood Dr	City				321
17	Bernal Ave.	17 Bernal Ave.	847 Windmill Ln	883 Windmill Ln	City	Concrete Blocks	1989	Average	1343.14
&			841 Windmill Ln	Pleasanton Upper Fields	City				0.00
22	Bernal Ave	22 Bernal Ave	3802 Pinot Ct	3672 Canelli Ct	City	Concrete Blocks	1991	Average	1031.345326
26	Valley Ave.	26 Valley Ave	Kalin St.	Blacow St.	City	Bricks	1983	Average	1353.52
&		&	Blacow St	R.R Corridor	City	Bricks	1991	Average	0.00
30	Valley Ave (south)	30 Valley Ave (south)	behind 1936 Brooktree Wy	Greenwood Rd	City	Bricks	1984	Average	849.47
&	Valley Ave (south)	30 Valley Ave (south)	Northway Rd. (east)	Crestline Rd.	City	Bricks	1984	Average	7178.84
&	Valley Ave (south)	30 Valley Ave (south)	Crestline Rd.	Northway Rd. (west)	City	Bricks	1984	Average	0.00
&	Valley Ave (south)	30 Valley Ave (south)	Northway Rd. (west)	behind 2580 Secretarial Dr	City	Bricks	1984	Average	0.00
&	Valley Ave (north)	31 Valley Ave (north)	behind 2788 Longspur Wy	Blackbird Rd	City	Bricks	1984	Average	0.00
&	Valley Ave (north)	31 Valley Ave (north)	Blackbird Rd	Crestline Rd	City	Bricks	1984	Average	0.00
&	Valley Ave (north)	31 Valley Ave (north)	Crestline Rd.	4987 Valley Ave.	City	Bricks	1984	Average	0.00
&	Valley Ave (north)	31 Valley Ave (north)	4849 Valley Ave.	Greenwood Rd	City	Bricks	1984	Average	0.00
&	Valley Ave (north)	31 Valley Ave (north)	Greenwood Rd	behind 1951 Foxswallow Ct	City	Bricks	1984	Average	0.00
34	Hopyard Rd	34 Hopyard Rd	Black Ave	Golden Dr	City	Concrete Blocks	1987	Average	1788.047746
35b	Valley Ave (west)	35 Valley Ave (west)	6142 Corte Del Rey	Hansen Dr	city/private	Concrete w/ Stone	1982	Average	677.97
35d	Valley Ave (west)	35 Valley Ave (west)	Paseo Santa Cruz	6130 Corte Altamira	city/private				703.27
39	Mohr (south)	39 Mohr (south)	4103 Cresfield Ln	4187 Cresfield Ln	City	Concrete	1988	Average w/ Staining	584.5722286
49a	I-680	I-680	4003 Pirmico Dr	3783 Pirmico Dr	City				1945.71
52	Stoneridge Dr.	52 Stoneridge Dr	Belleza Dr	Pump Station	City	Concrete Block	1987-88??	Good	1519.318949
55a	Arroyo Mocho Canal	55 Arroyo Mocho Canal	3889 N Glacier Ct	3908 MT Rainier Ct	City	Concrete Block	1986	Average w/ Graffiti	2481.11
55b	Arroyo De La Laguna	55 Arroyo De La Laguna	3908 MT Rainier Ct	3676 Shenandoah Ct	City				1798.79
60a	Arroyo De La Laguna	60 Arroyo De La Laguna	8783 Payne Rd.	4184 Fargo Ct	city/zone 7/Catrans	Concrete Block	1988	Average	2578.61
60c	W. Las Positas	60 W. Las Positas	Payne Rd.	Dorman Rd.	City	Concrete Block	1988	Average	1338.161806
61	Tapestry Way	61 Tapestry Way	End of Minton Ct	End of Tract 6320	City	Concrete Block	1980s	Good	2065.636113
64a	I-680	64 I-680	Stoneridge Dr.	Stonedale Dr	city/private	Concrete Block	1985	Average	1379.37
64b	I-680	64 I-680	Stonedale Dr	Soundwell No. 63	City	Concrete Block	1988		517.37
65	Stoneridge Dr	65 Stoneridge Dr.	Johnson Ct.	Denker Dr.	City	Concrete	2008	Poor	1279.382082
68	Stoneridge Dr.	68 Stoneridge Dr	Denker Dr.	Hopyard Rd.	City	Concrete	1981	Poor	1204.723938
69	Hopyard Rd. (west)	69 Hopyard Rd. (west)	Arroyo Mocho	N. Valley Trails	City	Concrete Block		Average	608.7373221
&	Hopyard Rd. (west)	69 Hopyard Rd. (west)	N. Valley Trails	South to end of Tract @ church		Concrete Block		Average	429.1989349
70	Hopyard Rd. (east)	70 Hopyard Rd. (east)	Arroyo Mocho	Arthur Dr.	City	Brick	1980s	Average	582.0631834
&	Hopyard Rd. (east)	70 Hopyard Rd. (east)	Arthur Dr.	5997 Parkside Dr	City	Brick	1980s	Average	366.8175327
71c	Fairlands Dr	71 Fairlands Dr	3677 Camelot Ct	end of 3633 Camelot Ct	City	Concrete Block	1983-4		208.57
72a	Santa Rita Rd.	72 Santa Rita Rd.	4504 Lin Gate St	2713 Laramie Gate Circle	City	Concrete Block	1981	Average	634
73	Santa Rita Rd. (east)	73 Santa Rita Rd. (east)	Mohr Dr.	Morganfield Ln.	City	Concrete Block	1985	Average	1476.43
&	Santa Rita Rd. (west)	74 Santa Rita Rd. (west)	4436 Shearwater Ct	4419 Shearwater Ct	City	Concrete Block	1970	Average	
76	Santa Rita Rd	76 Santa Rita Rd.	1893 Cortez Ct	4196 Francisco St.	City	Concrete Block	1989	Average	337.727454

ATTACHMENT 6

SAMPLE CONTRACT AGREEMENT

1
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DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on _____, 2021, between the City of Pleasanton, a municipal corporation ("City"), and _____ ("Consultant"), whose address is _____ and telephone number is _____.

TERMS AND CONDITIONS

A. Consultant is qualified and experienced in providing _____ services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of Consultant for the purposes provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Consultant shall diligently perform the services described in Exhibit A, Scope of Work, attached and incorporated to the extent consistent with this Agreement.

For an on-call service, use the following: Consultant shall provide _____ services for the City of Pleasanton as requested by _____ Department pursuant to individual Work Substitutions. This Agreement does not obligate the City to utilize Consultant exclusively for these services and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed.

2. **City's Obligations.** In order to assist Consultant in this work, City shall provide, if necessary, _____.

3. **Staffing.** Consultant shall assign _____ to serve in _____ who may not be replaced without written consent of City.

4. **Terms.** Term of the contract, Consultant shall begin work _____ The work as described in Exhibit A, Scope of Work, shall be completed by _____.

5. **Compensation.** For the services to be rendered, City shall pay Consultant _____ as described more particularly in Exhibit B, which is attached and incorporated to the contract consistent with this Agreement. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed _____ unless the parties agree pursuant to Section 8, below.

Page 1 of 7

6. **Invoice.** Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of Agreement time used, percentage of Agreement amount expended and City reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

7. **Completion of Work.** Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoice for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City after the work is accepted by the City.

8. **Sufficiency of Consultant's Work.**

a. Services shall be performed by Consultant in accordance with generally accepted high professional practices and principles, and in a manner consistent with a high level of care and skill ordinarily exercised under similar conditions by members of Consultant's profession currently practicing in California. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable Federal, state and local laws and a high professional standard of care in California.

b. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to the local or other conditions is not warranted or guaranteed, either expressly or implied, by the City.

c. Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to the City for acts, errors, or omissions of Consultant's subconsultants.

d. Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise for the work, and does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, non-compliance with high industry standards, or the willful misconduct of Consultant.

9. **Ownership of Work.** All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes

Page 2 of 7

all claims to copyright or other intellectual property rights in favor of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional document that may be necessary to evidence such assignment. Consultant shall keep materials confidential and the materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

10. **Labor Laws/Regulatory Matters.** To the extent applicable, Consultant shall comply with requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wage as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of pay for each wage. Consultant shall Terminate (10) dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor.

11. **Termination of Consultant by City.** The City may terminate this Agreement at any time by sending a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

12. **Non-Assignment.** The Consultant shall not assign, subcontract, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including without limitation, California Civil Code §§ 2782, 2782.6 and 2782.9), Consultant shall defend (with legal counsel reasonably acceptable to the City) indemnify, and hold harmless, the City and its officers, agents and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith) and costs of investigation arising from, or alleged to have arisen from, tortious or related to, directly or indirectly, in whole or in part, the negligence, recklessness,

willful misconduct of the Consultant, any Subcontractor, any one directly or indirectly employed by them, or any one that they control (collectively "Liability") in the performance of its services under this Agreement, regardless of whether the City has received or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not release the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for medical and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. Consultant's obligation to defend shall be proportional to its percentage of fault as provided in California Civil Code § 2782.9.

14. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A/VII. Contractor shall have the obligation to furnish City, in additional insured, the minimum coverage identified below, or such greater or broader coverage for City, if available in the Contractor's policy:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that the insurance will operate as primary insurance for work performed by Consultant and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$2,000,000 per person per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. **Professional Liability Insurance.** Professional liability insurance in the amount of \$2,000,000.

e. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement and prior to engaging in any operation or activity set forth in the Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, amended, reduced in coverage, or in limits without providing notice to the City in accordance with California Insurance Code section 673.7 which requires the notice of cancellation to: 1) include the effective date of the cancellation, 2) include the reasons for the cancellation, and 3) be given at

least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premium or for fraud the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition to the notice shall prevail, thirty (30) days prior to written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or ending of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

f. **Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. **Defense Costs.** Coverage shall be provided on a "pay on behalf" of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

h. **Subcontractors.** Consultant shall include all subcontractors or insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements set forth in this Agreement including but not limited to naming additional insureds.

15. **Notice.** All notices herein required shall be in writing and shall be sent by certified or registered mail postage prepaid addressed as follows:

To Consultant: _____ To City: City Manager
City of Pleasanton
121 Main Street, 900 Third Floor
Pleasanton, CA 94566

16. **Compliance with Applicable Laws.** Consultant shall comply with all applicable Federal, State and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex, or religion of such person.

17. **Insurance, Certificates, Coverage and Funds.** Prior to the City's execution of this Agreement and prior to the Consultant engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant represents that its work will not unlawfully infringe any other copyrighted work. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

18. **Records and Audit.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

19. **Confidentiality.** Consultant shall, to the maximum extent permitted by law, prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflict of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any officer, employee or other representative of the City. Consultant and its principals shall have any financial interest in real property, insurance of any kind, or investment that would be affected or in any manner or degree by the performance of Consultant's services under this Agreement. If such an interest occurs, Consultant will immediately notify the City.

21. **Waiver.** In the event either City or Consultant at any time waives any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

23. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

24. **No Personal Liability.** No officer or employee of the City or for any amount due Consultant shall be liable for any claim or breach by the City or for any amount due Consultant.

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf) or any electronic signature, complying with U.S. Federal E-Sign Act of 2000 (15 U.S.C. § 7001 et seq.), California Uniform Electronic Transactions Act (Civil Code § 1633.1 et seq.) or other applicable law or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

26. **Entire Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT IS executed the date and year first above written.

CITY OF PLEASANTON		CONSULTANT
_____	By	_____
Nelson Eddy, City Manager		Signature
		Print name:

		Title:

Karan Datta, City Clerk		

- | |
|--|
| <input type="checkbox"/> Exhibits A & B
<input type="checkbox"/> Certificate(s) of Insurance
<input type="checkbox"/> Professional Liability Insurance
<input type="checkbox"/> W-9 |
|--|

DESIGN PROFESSIONAL SERVICES AGREEMENT

THIS DESIGN PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into _____, 201_, between the City of Pleasanton, a municipal corporation ("City"), and _____ whose address is _____, and telephone number is _____, ("Consultant").

RECITALS

A. Consultant is qualified and experienced in providing _____ services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of Consultant for the purposes provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Consultant shall diligently perform the services described in Exhibit A, Scope of Work, attached and incorporated to the extent consistent with this Agreement.

[for an as-needed services, use the following: Consultant shall provide _____ services for the City of Pleasanton as requested by _____ Department, pursuant to individual Work Authorizations. This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed.]

2. **City Assistance.** In order to assist Consultant in this work, City shall provide, if necessary, _____.

3. **Staff.** Consultant shall assign _____ to serve as _____, who may not be replaced without written consent of City.

4. **Term.** Time is of the essence. Consultant shall begin work _____. The work as described in Exhibit A, Scope of Work, shall be completed by _____.

5. **Compensation.** For the services to be rendered, City shall pay Consultant _____, as described more particularly in Exhibit B, which is attached and incorporated to the extent consistent with this Agreement. Payment shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed _____ unless the parties agree pursuant to Section 8, below.

a. Invoices submitted to City must contain a brief description of work performed, percentage of work completed, percentage of Agreement time used, percentage of Agreement amount expended and City reference number _____. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

6. Sufficiency of Consultant's Work.

a. Services shall be performed by Consultant in accordance with generally accepted high professional practices and principles and in a manner consistent with a high level of care and skill ordinarily exercised under similar conditions by members of Consultant's profession currently practicing in California. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and a high professional standard of care in California.

b. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable federal, state, and local laws and regulations, and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by the City relating to site, local, or other conditions is not warranted or guaranteed, either expressly or implied, by the City.

c. Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to the City for acts, errors, or omissions of Consultant's subconsultants.

d. Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by the City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and does not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with high industry standards, or the willful misconduct of Consultant.

7. Ownership of Work. All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by Consultant in the performance of this Agreement ("materials") shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City, and Consultant waives and relinquishes

all claims to copyright or other intellectual property rights in favor of the City. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and the materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

8. **Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

9. **Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

10. **Labor Code/Prevailing Wages.** To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subconsultant.

11. **Termination of Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

12. **Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subconsultants.

13. **Indemnity and Hold Harmless.** To the fullest extent permitted by law (including, without limitation, California Civil Code §§ 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless, the City and its officers, agents and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) arising from, or alleged to have arisen from, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, reckless, or

willful misconduct of the Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities") in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, cost, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph. To the extent that there is an obligation to indemnify under this Section 13, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, reckless or willful misconduct.

Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent such Liabilities are caused by the sole negligence, active negligence or willful misconduct of such Indemnitee. Obligation to defend shall be proportionate as to Consultant's percentage of fault as provided in California Civil Code § 2782.8.

14. **Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:

a. General Liability and Bodily Injury Insurance. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its subconsultants, and that no other insurance effected by City or other named insured will be called on to cover a loss.

b. Automobile Liability Insurance. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.

c. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. Professional Liability Insurance. Professional liability insurance in the amount of \$2,000,000.

e. Certificate of Insurance. Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at

least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.

g. Defense Costs. Coverage shall be provided on a "pay on behalf" of basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusions.

h. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: _____ _____ _____ _____	To City: City Manager City of Pleasanton 123 Main Street, P.O. Box 520 Pleasanton, CA 94566
--	---

16. Conformance to Applicable Laws. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. Licenses, Certifications, Copyrights and Permits. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Pleasanton business license, which must be kept in effect during the term of this Agreement. Consultant represents that its work will not unlawfully infringe any other copyrighted work. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

18. Records and Audits. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

19. Confidentiality. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. If such an interest occurs, Consultant will immediately notify the City.

21. **Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

23. **Attorney's Fees.** The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

24. **No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Consultant shall deliver its original wet ink signature to the City within thirty (30) days following Consultant's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.

26. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT is executed the date and year first above written.

CITY OF PLEASANTON

CONSULTANT

Nelson Fialho, City Manager

By:

Signature

Print name

ATTEST:

Karen Diaz, City Clerk

Title: _____

Approved as to form:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Rev. 3.19

Print name

Title: _____

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

ATTACHMENT 7

REQUIRED LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBITS

Please download the latest forms from:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

To be included in SOQ.

Exhibit 10-01 Consultant Proposal DBE Commitment

Exhibit 10-Q Disclosure of Lobbying Activities

Exhibit 12-F Cost-Effectiveness/Public Interest Findings

Exhibit 10-T Conflict of Interest & Confidentiality Statement

To Be Included in Cost Proposal (Separate Envelope)

Exhibit 10-H2 Cost Proposal

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

For Task Authorization with Federal Funds to be included in individual RFPs.

Updates to all exhibits listed above.

Exhibit 10A – A&E Consultant Financial Document Review Request

Exhibit 10-02 Consultant Contract DBE Commitment

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: _____ 20. Consultant's Ranking after Evaluation: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 13. Date _____ 14. Preparer's Name _____ 15. Phone _____ 16. Preparer's Title _____		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____			

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 Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 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. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. 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.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Exhibit 12-F Cost-Effectiveness/Public Interest Finding

U.S. DEPARTMENT OF TRANSPORTATION		FEDERAL HIGHWAY ADMINISTRATION		CALIFORNIA DEPARTMENT OF TRANSPORTATION	
COST-EFFECTIVENESS/PUBLIC INTEREST FINDING					
COST-EFFECTIVENESS DETERMINATION REQUIRED			PUBLIC INTEREST DETERMINATION REQUIRED		
<input type="checkbox"/> Use of force account (23 CFR 635.204, 205)* <input type="checkbox"/> Use of publicly owned equipment (23 CFR 635.106) <input type="checkbox"/> Other*: _____ * Requires Caltrans District approval ** Requires FHWA approval			<input type="checkbox"/> Use of non-competitive negotiated consultant contracts (23 CFR 172.7) (a) (3)* <input type="checkbox"/> Use of publicly furnished materials (23 CFR 635.407) <input type="checkbox"/> Use of contracting method other than competitive bidding (23 CFR 635.104/204)* <input type="checkbox"/> Use of mandatory borrow/disposal sites (23 CFR 635.407) <input type="checkbox"/> Advertising period less than 3 weeks (23 CFR 635.112)* <input type="checkbox"/> Waiver of Buy America Requirements (23 CFR 635.410)** <input type="checkbox"/> Other*: _____		
FEDERAL-AID PROJECT		CLASS OF FEDERAL FUNDS: <input type="checkbox"/> IM <input type="checkbox"/> NH <input type="checkbox"/> STP <input type="checkbox"/> OTHER:			
		STEWARDSHIP: <input type="checkbox"/> DELEGATED <input type="checkbox"/> HIGH PROFILE			
ID	DIST-CO-RTE- PM	ESTIMATED COST		FEDERAL FUNDS	
PROJECT SPECIFIC <input type="checkbox"/>		MULTIPLE PROJECTS <input type="checkbox"/>		REGIONAL/DISTRICTWIDE <input type="checkbox"/>	
				STATEWIDE <input type="checkbox"/>	
GENERAL LOCATION			GENERAL DESCRIPTION OF WORK		
REASONS THAT REQUESTED APPROVAL IS CONSIDERED TO BE COST-EFFECTIVE OR IN THE PUBLIC'S BEST INTEREST (STATE):					
REMARKS (STATE) :					
PREPARED/APPROVED BY LOCAL AGENCY'S REPRESENTATIVE		REPRESENTATIVE NAME AND TITLE:		Date:	
*APPROVED BY DISTRICT LOCAL ASSISTANCE ENGINEER (DLAE)		DLAE NAME:		Date:	
**APPROVED BY FHWA (Buy America Waiver only)		FHWA REPRESENTATIVE NAME:		Date:	

Distribution: (1) Local Agency File - Original; (2) DLAE - Copy; (3) Caltrans Project Manager - Copy if on the SHS

Exhibit 12-F Cost-Effectiveness/Public Interest Finding**Instructions**

1. Check appropriate box under “Cost-Effective Determination Required” or “Public Interest Determination Required.”
2. Check “Class of Funds” as follows: IM-Interstate Maintenance, NH-National Highway, STP - State Transportation Program, Other (all other classes).
3. Provide the Federal-aid Project ID number in first column.
4. Identify Caltrans District-County-State Route-Post Mile, or City and street in second column.
5. List Estimated Cost of the portion of the project subject to this PIF.
6. List the amount of the Federal Funds in the portion of the project subject to this PIF.
7. Describe “General Location” applicable to this PIF.
8. Provide “General Description of Work” affected by this PIF.
9. Explain and give “Reasons that requested approval is considered to be cost-effective, or in the public’s best interest.” Provide cost analysis or comparison as evidence of cost-effectiveness.
10. “Remarks” is for the Local Agency Representative preparing the Finding.
11. Signature, Name, and Title of Local Agency Representative preparing or approving PIF, as appropriate, and Date.
12. Signature and Name of District Local Assistance Engineer approving the PIF, as required, and Date.
13. Signature and Name of FHWA representative approving the PIF for Buy America waivers, and Date.

EXHIBIT 10-T CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT

RFP/RFQ PROCUREMENT NUMBERS: _____

PROJECT NAME:

APPLICABILITY: Applicable to local agency consultant procurements which will contain Federal or State funds in the consultant contract.

- I am an employee of the local agency that is involved in this procurement.
- I am an employee of a consultant under contract to the local agency that is responsible for this procurement but I am not in a management position with the local agency.
- I have a personal, financial, or business interest in past employment activity or a personal relationship regarding the firms (including subconsultants) that are the subject of this evaluation. A brief description is provided on the back of this form.
- I certify that I have no current contractual relationship with any of the firms (including subconsultants) that are the subject of this evaluation.
- I certify that I have no personal or financial interest and no present or past employment activity or personal relationship or prior contractual relationship which would be incompatible with my participation in this solicitation process and I am fully able to give full, fair and impartial consideration to all proposals/bids as an appointee to the related evaluation.
- I certify that I have read **23 CFR 172.7(b)(4)** below and I agree not to participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

23 CFR 172.7(b)(4)

(4) *Conflicts of interest.* (i) A contracting agency shall maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of engineering and design related services contracts under this part and governing the conduct and roles of consultants in the performance of services under such contracts to prevent, identify, and mitigate conflicts of interest in accordance with 2 CFR 200.112, 23 CFR 1.33 and the provisions of this paragraph (b)(4).

(ii) No employee, officer, or agent of the contracting agency shall participate in selection, or in the award or administration of a contract supported by Federal-aid funds if a conflict of interest, real or apparent, would be involved. Such a conflict arises when there is a financial or other interest in the consultant selected for award by:

- (A) The employee, officer, or agent;
- (B) Any member of his or her immediate family;
- (C) His or her partner; or
- (D) An organization that employs or is about to employ any of the above.

(iii) The contracting agency's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements. A contracting agency may establish dollar thresholds where the financial interest is not substantial or the gift is an unsolicited item of nominal value.

(iv) A contracting agency may provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(v) To the extent permitted by State or local law or regulations, the standards of conduct required by this paragraph shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the contracting agency's officers, employees, or agents, or by consultants or their agents.

(vi) A contracting agency shall promptly disclose in writing any potential conflict of interest to FHWA.

- I fully understand and agree to immediately disqualify myself as soon as I am aware of a conflict of interest that may compromise my fair and impartial consideration of the proposals/bids.
- I certify that I will hold in the strictest confidence all bids, proposals, correspondence, memoranda, working papers, or any other media which has any bearing on, or disclose any aspect of, any respondent or potential respondent to the RFP/RFQ above. I will not discuss the evaluation process with anyone not involved in the evaluation process until its completion.
- I fully understand that it is unlawful for a person to utilize any organization name or auxiliary organization information, which is not a matter of public record, for personal gain.
- I fully understand that any violation of the above is a basis for disciplinary action, up to and including termination or referral to the appropriate authorities for further investigation.
- I am aware that the following firms and subconsultants/subcontractors have submitted proposals in response to the above referenced solicitation:

List firms including subconsultants/subcontractors:

1. _____
2. _____
3. _____
4. _____
- etc. _____

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

CONTRACT ADMINISTRATOR'S REVIEW

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and have determined, according to the information provided, that this individual:

does not have a conflict of interest and can participate in the "Selection Panel"

does have a conflict of interest and cannot participate in the "Selection Panel"

Date: _____

Signed: _____

Name: _____

Title: _____

Dept./Local Agency: _____

Employer: _____

Distribution: Original – Local Agency Consultant File

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant

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

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

Fee _____ = _____ %

BILLING INFORMATION

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

(Add pages as necessary)

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	2	1	\$ 10.00	\$ 20.00
Equipment Rental and Supplies	2		\$ 20.00	\$ 40.00
Permit Fees	3		\$ 30.00	\$ 90.00
Plan Sheets				\$ 0.00
Test				\$ 0.00
Vehicle				\$ 0.00
Subconsultant 1:				\$ 100.00
Subconsultant 2:				\$ 200.00
Subconsultant 3:				\$ 300.00
Subconsultant 4:				\$ 500.00
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

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

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

Consultant's Full Legal Name: _____

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

Indirect Cost Rate:

Combined Rate _____ % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

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

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

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

Name**: _____ Title**: _____
 Signature: _____ Date of Certification (mm/dd/yyyy): _____
 Email**: _____ Phone Number**: _____

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

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

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