



# **REQUEST FOR PROPOSALS**

**BRIDGE PREVENTATIVE MAINTENANCE  
PROGRAM PLAN  
CITY PROJECT NO. 2023-33**

**DUE BY:  
SEPTEMBER 15, 2025  
BY 5 P.M.**

## REQUEST FOR PROPOSALS

The City of La Quinta (City) seeks proposals from qualified Professional Engineering Consultants to prepare the plans, specifications and engineer's estimate (PS&E) for Bridge Preventative Maintenance Program Plan, Federal Project No. BPMP-5433(022), City Project No. 2023-33.

Project/Services Title: Bridge Preventative Maintenance Program Plan  
Issue Date: August 25, 2025  
**DUE DATE: September 15, 2025**  
Requesting Department: Public Works Department

### GENERAL TERMS AND CONDITIONS

#### 1. **SUBMISSION REQUIREMENTS**

Proposals can be submitted via email, **and** hand deliver or mail. All proposals must bear original or electronic signatures.

Submit one (1) paper original in a **sealed envelope** and email an electronic original, as a single document in a .PDF format, to the following contact:

City of La Quinta  
Attn: Carley Escarrega  
78495 Calle Tampico  
La Quinta, California 92253  
Tel: (760) 777 – 7096  
Email: [cescarrega@LaQuintaCA.gov](mailto:cescarrega@LaQuintaCA.gov)  
Email Subject: RFP – PS&E – Bridge Preventative Maintenance Program Plan – BPMP-5433(022) – 2023-33

#### 2. **SUBMISSION RESTRICTIONS**

All proposals must be submitted in writing; no oral, facsimile, or telephone proposals or modifications will be considered. Proposals received after the due date and time are considered non-responsive and will be returned unopened.

#### 3. **QUESTIONS or REQUESTS FOR CLARIFICATIONS**

Any requests for clarification or other questions concerning this RFP must be submitted in writing by **September 4, 2025; and sent via email to Carley Escarrega, Administrative Technician, at [cescarrega@laquintaca.gov](mailto:cescarrega@laquintaca.gov).**

#### 4. **ERRORS AND OMISSIONS**

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP or any of its attachments, he/she shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be provided in writing to all parties who have submitted proposals or who have requested an RFP for purposes of preparing a proposal, without divulging the source of the request.

If a proposer fails to notify the City prior to the date fixed for submission of proposals of an error in the RFP known to him/her, or an error that reasonably should have been known to him/her, he/she shall submit a proposal at his/her own risk, and if he/she is awarded an agreement, he/she shall not be entitled to additional compensation or time by reason of the error or any corrections thereof.

**5. MODIFICATIONS AND WITHDRAWALS OF SUBMITTED PROPOSALS**

Proposer may withdraw proposals prior to the **Submittal Deadline** by submitting a written request to Carley Escarrega, Administrative Technician, at [cescarrega@laquintaca.gov](mailto:cescarrega@laquintaca.gov). Withdrawn proposals will be returned unopened.

Proposers may modify proposals prior to the **Submittal Deadline** by withdrawing their proposal as noted above and re-submitting anew before the **Submittal Deadline**.

**6. ADDENDA**

The City may modify this RFP, any of its key action dates, or any of its attachments, prior to the submittal deadline. Addenda will be numbered consecutively and noted following the RFP title. It is the proposer's responsibility to ensure they have incorporated all addenda. Failure to acknowledge and incorporate addenda will not relieve the proposer from the responsibility to meet all terms and conditions of the RFP and any subsequent addenda.

**7. REJECTION OF PROPOSALS**

The City may reject any or all proposals in whole or in part for any reason, including suspicion of collusion among proposers, and may waive any immaterial deviation in a proposal. The City's waiver of an immaterial defect shall in no way modify the RFP as published or excuse the proposer from full compliance with the specifications if he/she is awarded the agreement. Proposals referring to terms and conditions other than the City's terms and conditions as listed in the RFP, may be rejected as being non-responsive.

The City may conduct an investigation as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

**8. CANCELLATION OF RFP**

This RFP does not obligate the City to enter into an agreement. The City reserves the right to cancel this RFP at any time, should the project be cancelled, the City loses the required funding, or it is deemed in the best interest of the City. No obligation, either expressed or implied, exists on the part of the City to make an award or to pay any cost incurred in the preparation or submission of a proposal.

**9. DISPUTES/PROTESTS**

The City encourages proposers to resolve issues regarding the requirements or the procurement process through written correspondence and discussions during the period in which clarifying addenda may be issued. The City wishes to foster cooperative relationships and to reach a fair agreement in a timely manner. Formal proposals for major professional and technical services shall be governed by the City's Purchasing Policy.

Protest procedures and dispute resolution process per 2 CFR Part 200.318(k), 2 CFR 172.5(c)(18).

**10. NEGOTIATIONS AND FINAL AGREEMENT**

The City's Agreement for Contract Services is enclosed as Attachment 1 for review prior to submitting a proposal. An agreement will not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the selected proposer. At the discretion of the City, any or all parts of the successful proposal shall be made a binding part of the agreement. Any requests for changes to the contract MUST be included in the response to the RFP.

**11. PRICING ADJUSTMENTS**

The City reserves the right to negotiate final pricing with the most qualified proposer. Pricing shall remain firm for the entire initial term of the agreement. Thereafter, any proposed pricing adjustment for additional periods, if any, shall be subject to the terms of the agreement.

**12. SELECTION PROCESS**

Proposals shall be reviewed and rated based on the information requested by this RFP, as well as responses from references and clients, background checks, any research on proposers, and other information pertinent to the evaluation process. Closely ranked firms may be asked to furnish evidence of capability, equipment, and financial resources to adequately provide the services.

The City will open contract negotiations with the top ranked firm. The successful consultant will be expected to enter into the City of La Quinta Agreement for Contract Services. Should negotiations with the top-ranked firm dissolve, the City of La Quinta will open the Cost Proposal and begin contract negotiations with the second ranked firm, and so forth until an agreement is reached. The successful consultant will be expected to enter into the attached Agreement for Contract Services (Attachment 1). *Any exceptions taken by the Consultant on the standard contract attached must be submitted in writing as part of its proposal to be considered.*

**13. RFP TIMELINE**

RFP Issue Date:	August 25, 2025
Deadline for Proposers' Questions:	September 4, 2025
Proposals Submittal Deadline:	September 15, 2025
City Council Consideration and Approval:	October 7, 2025
Agreement Effective Date and Project Start Date	October 8, 2025

**14. PROPRIETARY, CONFIDENTIAL, AND PUBLIC INFORMATION**

**14.1 Proprietary and Trade Secret Information:**

A copy of each proposal will be retained as an official record and will become open to public inspection, unless the proposal or specific parts can be shown to be exempt by the California Public Records Act [California Government Code §7920.000 *et seq.*]. Each proposer may clearly label part of a proposal as “Confidential” if the proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City will constitute a complete waiver of all claims for damages caused by any release of the information. If a request for public records for labeled information is received by the City, the City will notify the proposer of the request and delay access to the material until seven working days after notification to the proposer. Within that time delay, it will be the duty of the proposer to act in protection of its labeled information. Failure to so act will constitute a complete waiver.

**14.2 Confidential Information:**

Evaluation scores, weight factors, and negotiation notes are confidential and will not be released or retained [California Government Code § 7922.500].

**14.3 Public Information:**

All proposals will be opened on September 16, 2025, and will be made available to the public upon request. By submitting a proposal, the proposer acknowledges and accepts that the content of the proposal and associated documents will become open to public inspection. The final, executed agreement will be a public document. Proposals and other information will not be returned.

**15. PROPOSAL PREPARATION COSTS**

Any costs incurred in the preparation of a proposal, preparation of changes or additions requested by the City, presentation to the City, travel in conjunction with such presentations, or samples of items, shall be entirely the responsibility of the proposer.

**16. INSURANCE REQUIREMENTS and ACKNOWLEDGEMENT**

Proposals must include a completed “Insurance Requirements Acknowledgment” form included as Attachment 2 stating that, if selected, the proposer will provide the minimum insurance coverage and indemnification noted in Exhibits E and F, respectively, of the City’s Agreement for Contract Services.

	Commercial General Liability (at least as broad as ISO CG 0001) \$1,000,000 (per occurrence); \$2,000,000 (general aggregate) <b>Must include the following endorsements:</b>
	General Liability Additional Insured
	General Liability Primary and Noncontributory
	Commercial Auto Liability (at least as broad as ISO CA 0001) \$1,000,000 (per accident)
	Personal Auto Declaration Page if applicable
	Errors and Omissions Liability \$1,000,000 (per claim and aggregate)
	Worker’s Compensation (per statutory requirements) <b>Must include the following endorsements:</b>
	Worker’s Compensation Waiver of Subrogation
	Worker’s Compensation Declaration of Sole Proprietor if applicable

**17. NON-COLLUSION AFFIDAVIT**

Proposals must include an executed Non-Collusion Affidavit, included as Attachment 3, executed by an official authorized to bind the firm.

**18. CONFLICT OF INTEREST**

The City requires a Statement of Economic Interest (Form 700) to be filed by any proposer who is involved in the making of decisions which may have a foreseeable material effect on any City financial interest pursuant to the City’s Conflict of Interest Code and the California Political Reform Act of 1974.

**19. LOCAL BUSINESS PREFERENCE**

Local vendors are encouraged, but not required. For purposes of this section, ‘local’ shall be defined as an individual, partnership, or corporation, which regularly maintains a place of business within a 40-mile radius of the City.

**20. DBE AND OTHER FEDERAL INFORMATION**

This project is subject to Title 49 Code of Federal Regulations Part 26 (49 CFR 26) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. The selected consultant, and any subconsultants, shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract that results from this solicitation. The selected consultant shall carry out applicable requirement of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure to carry out these requirements would be a material breach of any contract and may result in the termination of the contract or such other remedy as the recipient deems appropriate.

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

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the City of La Quinta has established a **Disadvantaged Business Enterprise (DBE) Goal of 13%** for this project. DBE is a firm that meets the definition of DBE.

It is each offeror's responsibility to verify that firms are certified as DBE at the date of proposal opening. For a list of DBE's certified by the California Unified Certification Program, go to: <https://caltrans.dbesystem.com/> All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE Goal.

Proposers are required to review the requirements in:

- **Exhibit 10-I – “Notice to Proposers DBE Information”**, and submit the forms:
- **Exhibit 10-O1 – “Consultant Proposal DBE Commitment”**.

The above mentioned forms are included in this proposal as Attachment 5 or can be obtained from the Caltrans website <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>.

If the DBE Goal is not met, proposers shall demonstrate a Good Faith Effort to meet the goal and submit the LAPM Form – **Exhibit 15-H – “DBE Information – Good Faith Efforts”** as part of their work proposal. This 15-H is included as Attachment 5 and will not count towards the page count.

## **21. SPECIAL REQUIREMENTS**

This contract will be reimbursed with the Federally Funded Highway Bridge Program Funds. As such, all consultants must comply with 48 Code of Federal Regulations (CFR) Part 31: Contract Cost Principles and Procedures. In addition, consultants must comply with 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections §200.318-200.326 Procurement Standards.

This contract is subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Depending on the final negotiated contract value, the City may request, and the Consultant shall provide, documentation justifying the audited indirect cost rates being certified. This includes, but is not limited to, FAR compliant indirect cost rate schedules, CPA audited indirect cost rate report, prior year indirect cost rate schedule, AASTO International Control Questionnaire Appendix B, post-closing trial balance, vacation/sick policy, bonus policy, executive compensation analysis, and prevailing wage policy.

## **22. CITY RIGHTS AND OPTIONS**

The City reserves the right to:

- Make the selection based on its sole discretion;
- Issue subsequent RFP;
- Postpone opening proposals or selection for any reason;
- Remedy errors in the RFP or in the RFP process;
- Modify the Scope of Services in the RFP;
- Approve or disapprove the use of particular subcontractors;
- Negotiate with any, all or none of the proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in proposals;
- Request additional information or clarification;
- Request revisions during negotiations;

- Invite any consultant of its choosing to assist with the evaluation of proposal responses or to provide the City with a second opinion
- Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the City in a timely manner.

## REQUESTED SERVICES

### I. INTRODUCTION/PROJECT DESCRIPTION

The City of La Quinta is inviting qualified professional engineering consultants to prepare the plans, specifications, and engineer's estimate (PS&E) for the for the Bridge Preventive Maintenance Program Plan, Federal Aid Project Number: BPMP-5433(022), City Project Number: 2023-33.

#### Project Description

The City of La Quinta owns and maintains eight (8) bridges across the city, with five (5) bridges identified for maintenance in this project as shown on the Vicinity Map in Attachment 8. These bridges vary in condition. Although Caltrans conducts biennial inspections, the City is responsible for routine maintenance to ensure its ongoing serviceability. Routine bridge maintenance encompasses regularly scheduled activities to preserve the bridge components in their present or intended condition.

In July 2023, the City established a Bridge Preventative Maintenance Program (BPMP) that identified certain maintenance activities for each bridge that would be eligible for federal highway bridge program funding to preserve the life of the bridges. A copy of the final BPMP plan is provided in Attachment 9.

### II. SCOPE OF SERVICES

Interested firms shall address in their qualification statements their ability to provide the following services if selected by the City. The successful firm will be expected to prepare the Plans, Specifications, and Engineer's Estimate (PS&E) to implement the maintenance improvements for five (5) of the City's eight (8) bridges. These improvements include deck spall repairs using rapid setting concrete, bridge deck sealing with high molecular weight methacrylate, joint seal replacements at abutments and piers, removal of cracked abutment backwalls and placement of polyester concrete expansion dams, slope protection improvements to meet CVWD standards, bent cap concrete repairs, bearing pad replacements, AC overlay removal and replacement with polyester concrete overlay, and paving notch repairs with rapid setting concrete.

Working on state and federally funded projects requires in-depth knowledge of the Caltrans Local Assistance Procedures Manual (LAPM), Local Assistance Program Guidelines (LAPG), the Highway Bridge Program (HBP), and other Federal Highway Administration (FHWA) requirements.

#### **Task 1. Project Management/Administration**

The Consultant shall be responsible for project management activities throughout the life of the contract including managing the schedule, budget, setting up meetings, field reviews, and managing the project team. The Consultant must include an appropriate number of meetings with City staff. It is anticipated that there will be monthly Project Development (PDT) meetings held virtually.. The Consultant may be required to attend a City Council meeting.

Deliverable(s): Monthly Progress Reports, Meeting Agendas, Minutes, and Schedule Updates.

#### **Task 2. Data Collection, Field Review, and Base Mapping (Phase I)**

The Consultant shall perform a field review of the project locations and collect all data necessary for the development of a base map for each location. This task includes performing preliminary right of way research to show right of way lines on the base maps.

The Consultant shall prepare utility notifications for all dry and wet utilities that will be impacted by the project and continue open communication and coordination with each impacted utility throughout the life of the project. Work shall also include potholing as needed to confirm conflicts with proposed drainage facilities.

A formal field review with Structures Local Assistance may be required by the Highway Bridge Program guidelines. Consultants shall schedule and attend this field review meeting.

Deliverable(s): Atlas Maps, Utility notifications, Utility agreements as necessary, Potholing as necessary, Field Review Notes, and Right of Way Maps.

### **Task 3. Survey**

The Consultant shall acquire aerial and design level survey of sufficient detail to ensure ADA compliance at all driveways and access ramps. Survey information shall also include all above ground utilities and obstructions to ensure accurate representation of physical impacts to private improvements including trees, bushes, fences, mailboxes, etc.

Deliverable(s): Survey Base Map.

### **Task 4. Geotechnical Analysis**

The Consultant shall perform a geotechnical analysis of the existing pavement section and Traffic Index to determine the appropriate pavement section for the new pavement. This work will include pavement borings to determine existing pavement thickness and subgrade analysis to determine if the City's standard section will adequately perform under the specified Traffic Index.

Deliverable(s): Draft/Final Geotechnical Pavement Report.

### **Task 5. Environmental Approval**

The Consultant shall complete all necessary documents to ensure the project's environmental compliance with the California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA). For CEQA, the Consultant shall prepare a Notice of Exemption and file it with the County of Riverside, if applicable. For NEPA the Consultant shall prepare a Preliminary Environmental Study (PES).

Deliverable(s): CEQA NOE, NEPA PES.

### **Task 6. Geometric Approval Drawings**

Consultant shall prepare geometric approval drawings showing preliminary geometric layout and preliminary estimates. The plan set must contain a plan view depicting geometric layout of traffic lanes. Curve and taper information must be shown, but signage and striping type detail are not required. All utility conflicts must be noted at this time so advance preparations for clearing the utilities can begin. All right of way shall be shown on the drawings with applicable right of way impacts noted. It should be noted that the "concept review" stage frequently involves revisions and re-submittal before the consultant is authorized to proceed to the next stage. Getting the concept correct is a critical aspect to efficiently completing a custom design. The Consultant shall prepare a preliminary estimate based on the Geometric Approval Drawings.

Deliverable(s): 30% level plans and estimate

### **Task 7. Final Plans, Specifications, and Estimate**

The Consultant shall prepare a constructible set of plans for the proposed improvements. The City will review plans at 60%, 90%, and 100%. Final plans shall be submitted on full size (24" x 36") Mylar. The Consultant shall prepare the project technical specifications for the proposed improvements for City review with the 90%, 100%, and final plan submittals. Specifications shall be prepared in Microsoft Word in a City-approved format and include the bid schedule. The City will provide the front-end bid documents, contract, and general

provisions. The Consultant shall provide an engineer's estimate of probable construction costs with the 60%, 90%, 100%, and final plan submittal. The estimate shall be prepared in Microsoft Excel and include sufficient bid items, as approved by the City, for contractors to properly bid on the scope of work.

Deliverable(s): 60%, 90%, 100% Plans, Specifications, and Estimate.

#### **Task 8. Right of Way and Permitting**

The Consultant shall manage the Right of Way acquisition and permitting processes with various agencies. This will be only as needed, this shall be determined first at the beginning of the design process to confirm scope. This includes preparing all legal descriptions and plats for proper Right of Way conveyance. The Consultant will be responsible for conducting property appraisal, determining just compensation, preparing initial offers, negotiating with applicable property owners, and finalizing agreement with the following agencies:

- Coachella Valley Water District/Bureau of Reclamation
- California Department of Fish & Wildlife
- US Army Corps of Engineers
- Regional Water Quality Control Board

Deliverable(s): Legal Descriptions and Plats, Appraisal Reports, Draft Offers, Final Agreements. Permitting documentation and approvals from the relevant agencies.

#### **Task 9. Construction Support (Phase II)**

The Consultant shall be available to answer any bidder questions related to the proposed improvements during bidding and correct any errors found in the plans. The consultant will be expected to attend the Pre-Construction meeting after award. The consultant will be expected to answer any Requests for Information as related to the Plans and Specifications. The Consultant shall prepare the final Record Drawings (As-builts) based on the red-line copies of the plans from the Contractor and Inspector.

Deliverable(s): Response to bidder questions, Responses to RFIs, Record Drawings (As-builts).

### **III. PROJECT DEVELOPMENT PROCESS**

The successful firm will be expected to take this project through the environmental process and provide the City with a full set of constructible plans and specifications.

The projects will be broken down into three (3) phases:

#### **Phase I: Project Approval and Environmental Document (PA&ED)**

Phase I will include, but not be limited to, the following scope of work:

- Geometric Approval Drawings (GAD)
- Preliminary Estimate of Right of Way and Construction Costs
- Utility Coordination and Mapping
- Geotechnical Analysis
- ROW Research and Mapping
- Survey
- Meeting with City Staff/Field Review
- Permitting Agency Coordination
- Environmental Clearance

#### **Phase II: Preliminary Plans, Specifications and Estimate (PS&E)**

Phase II will include, but not be limited to, the following scope of work:

- Prepare Draft Plans (60% Design)

- Prepare Checked Plans (90% Design)
- Prepare Final Plans (100% Constructible)
- Prepare Estimate of Construction Costs (60%, 90% and 100% Estimate)
- Prepare Project Specifications (90% and 100% Technical Specifications)
- Prepare Bid Item List
- Utility Coordination
- Permitting Agency Coordination

### **Phase III: Construction Support**

Phase III will include, but not be limited to, the following scope of work:

- Attend Pre-Bid Meeting
- Respond to Bidder Inquiries
- Attend Pre-Construction Meeting
- Respond to Requests for Information
- Preparation of Record Drawings (As-builts)

### **IV. PROPOSAL FORMAT**

Firms are encouraged to keep their proposals brief and relevant to the specific information requested herein. Proposals should be straightforward, concise, and provide “layman” explanation of technical terms that are used. Emphasis should be on completeness and clarity of content.

Present the proposals in a format and order that corresponds to the numbering and lettering contained herein, with minimal reference to supporting documentation, so that proposals can be accurately compared.

**The City is seeking a separate Work Proposal and a separate Cost Proposal.** They should be submitted in separate envelopes clearly marked with the consultant’s name, address, phone number and email address. Given that this is a solicitation for professional services, the City will rank the proposals based upon qualifications and then consider cost. Only one proposal per consultant will be considered.

All proposals shall be enclosed in sealed envelopes (Work Proposal and Cost Proposal respectively) with the words clearly written on the front, **“SEALED BID – BRIDGE PREVENTATIVE MAINTENANCE PROGRAM PLAN – 2023-33 - PROFESSIONAL DESIGN AND ENGINEERING SERVICES - DO NOT OPEN WITH REGULAR MAIL.”**

All proposals shall be firm offers subject to acceptance by the City and may not be withdrawn for a period of 90 calendar days following the last day to accept proposals. Proposals may not be amended after the due date except by consent of the City. All proposals must clearly address all of the requirements outlined in this RFP.

Proposal packages are to be submitted to the City on/or before Monday, **September 15, 2025** at/or before 5:00 p.m. Proposals received after the stated deadline shall not be accepted. Proposal packages are to be delivered to:

Carley Escarrega  
Administrative Technician, Public Works Department  
City of La Quinta  
78-495 Calle Tampico  
La Quinta, CA 92253

All questions must be submitted in writing to the City via email to Carley Escarrega at [cescarrega@laquintaca.gov](mailto:cescarrega@laquintaca.gov) on/or before **September 4, 2025** at/or before 5:00 p.m.

All prime consultants that intend to submit a proposal shall notify Carley Escarrega, at [cescarrega@laquintaca.gov](mailto:cescarrega@laquintaca.gov), by **September 4, 2025**, at/or before 5:00 p.m., of the intend to submit a proposal. The subject line for the email shall read "Bridge Preventative Maintenance Program Plan PS&E Services: Intent to Submit Proposal". The email shall include the consultant's name and email address that should be used for any RFP addenda.

Consultants are encouraged to keep their proposals brief and relevant to the specific work required. Each proposal shall be limited to thirty (30) pages with a minimum 10pt font and must include a minimum of three (3) references, which include the address, telephone number, and email address of each reference. Resumes and brochures may be added, provided they are located in the appendix at the back of the proposal. Should the proposer have concerns about meeting any noted requirements, the proposer shall include a clearly labeled subsection in the appendices with individual statements specifically identifying the concerns and exceptions.

The following are NOT included in the 30-page count:

- (1) Transmittal letter
- (2) Table of contents
- (3) Appendices
- (4) Signed Non-Collusion Affidavit Form
- (5) Insurance Acknowledgement
- (6) DBE Forms, and DBE Good Faith Effort (as needed)

**1. Cover Letter**

Signed by an official authorized to bind the firm with name, address, phone number, and email address of firm's contract person, location of firm's main office, location of the office that would service this project, a validity statement that all information and pricing provided in the proposal is valid for at least ninety (90) days, and a statement that any individual who will perform work for the City is free of any conflict of interest.

**Firms Background, Qualifications, and Experience, including the following:**

- (a) Number of years in business
- (b) Taxpayer identification number
- (c) Number of years performing Design Services
- (d) Firm ownership and if incorporated, list the state in which the firm is incorporated and the date of incorporation
- (e) If the firm is a subsidiary of a parent company, identify the parent company

**2. References of California government agencies (preferably cities utilizing)**

- (a) Client name, client project manager, telephone number, and email address
- (b) Project description
- (c) Project start date, and end date
- (d) Staff assigned to each project by the firm
- (e) Provide a summary of final outcome

**3. Staffing and Project Organization**

**4. Subcontracting Services**

Subcontracting any portion(s) of the Scope of Services is allowable; the proposer should demonstrate that it is in the best interest of the project to permit a portion of the service(s) to be subcontracted by the proposer. Provide details on the role of any subcontractor that will be used. Assignment is prohibited.

**5. Project Understanding and Approach**

A description of the firm's project understanding and how the consultant team will approach the project.

**6. Scope of Services (See Section II/III)**

A description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work should be presented in a logical format that can be easily attached to the Agreement for Contract Services.

**7. Project Schedule**

A comprehensive Gantt Chart schedule describing the nature and scheduling of proposed tasks and reflecting October 8, 2025 as the start date.

**8. Disclosures**

Disclosure of any alleged significant prior or ongoing agreement failure, any civil or criminal litigation or investigation pending, which involved the proposer or in which the proposer has been judged guilty or liable within the last five (5) years. If there is no information to disclose, proposer must affirmatively state there is no negative history

**9. DBE Commitment**

- (1) Provide a completed Exhibit 10-O1 "Consultant Proposal – DBE Commitment" as described in General Terms number 19. – DBE and Other Federal Information.
- (2) If the DBE Goal is not met, also include Exhibit 15-H "DBE Information – Good Faith Efforts" to demonstrate adequate efforts were made to meet the DBE Goal.
- (3) Other Federal Aid related documents, as required by Caltrans LAPM Chapter 10.
- (4) (See Attachment 5)

**10. Acknowledgement of Insurance Requirements (Attachment 2)**

Proposals must include a written statement that, if selected, the proposer will provide the minimum insurance coverage and indemnification noted in Exhibits E and F, respectively, of the City's Agreement for Contract Services included as Attachment 1.

**11. Non-Collusion Affidavit (Attachment 3)**

Proposals must include an executed Non-Collusion Affidavit, included as Attachment 3, executed by an official authorized to bind the firm.

**12. Acknowledgement of Addenda (Attachment 4)**

If any addendum/addenda are issued, the proposer shall initial the Acknowledgement of Addenda, included as Attachment 4.

**SEPARATE ENVELOPE**

**1. Cost Proposal**

**Task Based Detailed Cost Estimate**

The method of payment will be Lump Sum. The consultant is to submit a detailed cost proposal for all services and materials anticipated in completing the project. Person-hours and extended billing rates per classification of personnel will be indicated for each task and/or sub-task defined.

**Rate Based Detailed Cost Estimate**

In support of the Task Based Detailed Cost Estimate, the consultant shall include a detailed breakdown of the direct labor costs including personnel, classification/title, hours, and actual hourly rates. For public works prevailing wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location. This should include anticipated salary increases. In addition, the cost proposal shall include the consultant's audited indirect cost rates including fringe benefits, overhead, general,

and administrative rates. A Sample Cost Proposal (former LAPM Form 10H1) is included as Attachment 6 or can be downloaded under: <https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement>.

### **Certification of Indirect Cost Rates**

Consultant shall fill out and include the Certification of Indirect Costs and Financial Management System form (former LAPM Form 10K – Consultant Annual Certification of Indirect Costs and Financial Management System). This form is included as Attachment 6. The certification shall indicate which fiscal period was used to develop the Indirect Cost Rates and the certified rate must match the rate specified on the Rate Based Detailed Cost Estimate. The consultant should include a statement to the effect on whether the consultant has a Caltrans Acceptance ID Number or Cognizant Approval Letter for the proposed indirect cost rate. The form is hosted on IOAI's website: <https://ig.dot.ca.gov/resources/instructions-fdr-icr>

## **ATTACHMENTS**

1. **Agreement for Contract Services**
2. **Insurance Requirements Acknowledgement**  
*Must be executed by proposer and submitted with the proposal*
3. **Non-Collusion Affidavit**  
*Must be executed by proposer and submitted with the proposal*
4. **Addenda Acknowledgement**  
*Must be executed by proposer and submitted with the proposal*
5. **DBE Documentation (10-I, 10-01, 15-H)**  
*Must be executed by proposer and submitted with the proposal*
6. **Federal Forms ([Certification of Indirect Costs and Financial Management](#) and [Sample Cost Proposal](#) – former 10-K and 10-H1)**  
*Must be executed by proposer and submitted with the proposal*
7. **Proposal Evaluation Form**
8. **Vicinity Map**
9. **2023 BPMP Plan**

**Agreement for Contract Services**

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into by and between the CITY OF LA QUINTA, ("City"), a California municipal corporation, and \_\_\_\_\_ [insert type of business entity, e.g. sole proprietorship, California Limited Liability Corporation, etc], with a place of business at \_\_\_\_\_ ("Contracting Party"). The parties hereto agree as follows:

### 1. SERVICES OF CONTRACTING PARTY.

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contracting Party shall provide those Services related to Professional Engineering Services for the Bridge Preventative Maintenance Program Plan Project (City Project No. 2023-33), as specified in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein by this reference (the "Services"). Contracting Party represents and warrants that Contracting Party is a provider of first-class work and/or services and Contracting Party is experienced in performing the Services contemplated herein and, in light of such status and experience, Contracting Party covenants that it shall follow industry standards in performing the Services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "industry standards" shall mean those standards of practice recognized by one or more first-class firms performing similar services under similar circumstances.

1.2 Compliance with Law. All Services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of the City and any Federal, State, or local governmental agency of competent jurisdiction.

1.3 Wage and Hour Compliance. Contracting Party shall comply with applicable Federal, State, and local wage and hour laws.

1.4 Licenses, Permits, Fees and Assessments. Except as otherwise specified herein, Contracting Party shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of La Quinta business license. Contracting Party and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Services required by this Agreement. Contracting Party shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder. Contracting Party shall be responsible for all subcontractors' compliance with this Section.

1.5 Familiarity with Work. By executing this Agreement, Contracting Party warrants that (a) it has thoroughly investigated and considered the Services to be performed, (b) it has investigated the site where the Services are to be performed, if any, and fully acquainted itself with the conditions there existing, (c) it has carefully considered how the Services should be performed, and (d) it fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. Should Contracting Party discover any latent or unknown conditions materially differing from those inherent in the Services or as represented by City, Contracting Party shall immediately inform City of such fact and shall not proceed except at Contracting Party's risk until written instructions are received from the Contract Officer, or assigned designee (as defined in Section 4.2 hereof).

1.6 Standard of Care. Contracting Party acknowledges and understands that the Services contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contracting Party's work will be held to an industry standard of quality and workmanship. Consistent with Section 1.5 hereinabove, Contracting Party represents to City that it holds the necessary skills and abilities to satisfy the industry standard of quality as set forth in this Agreement. Contracting Party shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the Services performed by Contracting Party, and the equipment, materials, papers, and other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence. The performance of Services by Contracting Party shall not relieve Contracting Party from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to City, when such inaccuracies are due to the negligence of Contracting Party.

1.7 Additional Services. In accordance with the terms and conditions of this Agreement, Contracting Party shall perform services in addition to those specified in the Scope of Services ("Additional Services") only when directed to do so by the Contract Officer, or assigned designee, provided that Contracting Party shall not be required to perform any Additional Services without compensation. Contracting Party shall not perform any Additional Services until receiving prior written authorization (in the form of a written change order if Contracting Party is a contractor performing the Services) from the Contract Officer, or assigned designee, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contracting Party. It is expressly understood by Contracting Party that the provisions of this Section shall not apply to the Services specifically set forth in the Scope of Services or reasonably contemplated therein. It is specifically understood and agreed that oral requests and/or approvals of Additional Services shall be barred and are unenforceable. Failure of Contracting Party to secure the Contract Officer's, or assigned designee's written authorization for Additional Services shall constitute a waiver of any and all right to adjustment of the Contract Sum or time to perform this Agreement, whether by way of compensation, restitution, quantum meruit, or the like, for Additional Services provided without the appropriate authorization from the Contract Officer, or assigned designee.

Compensation for properly authorized Additional Services shall be made in accordance with Section 2.4 of this Agreement.

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in "Exhibit D" (the "Special Requirements"), which is incorporated herein by this reference and expressly made a part hereof. In the event of a conflict between the provisions of the Special Requirements and any other provisions of this Agreement, the provisions of the Special Requirements shall govern.

## 2. COMPENSATION.

2.1 Contract Sum. For the Services rendered pursuant to this Agreement, Contracting Party shall be compensated based on Lump Sum in accordance with "Exhibit B" (the "Schedule of Compensation"). The total amount payable by City shall not exceed \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ 000,000.00) (the "Contract Sum"), except as provided in Section 1.7. The total lump sum price paid to Contracting Party will include compensation for all work and deliverables, including travel and equipment described in "Exhibit A". The Contract Sum shall include the attendance of Contracting Party at all project meetings reasonably deemed necessary by City; Contracting Party shall not be entitled to any additional compensation for attending said meetings. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. No additional compensation will be paid to Contracting Party unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be made in accordance with Section 1.7.

2.2 Method of Billing & Payment. Progress payments will be made monthly in arrears based on the percentage of work completed by Contracting Party. If Contracting Party fails to submit the required deliverable items according to the schedule set forth in Section 3.2, City shall have the right to delay payment or terminate this Agreement. Any month in which Contracting Party wishes to receive payment, Contracting Party shall submit to City no later than the tenth (10th) working day of such month, in the form approved by City's Finance Director, an invoice for Services rendered prior to the date of the invoice. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which Contracting Party is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Schedule of Compensation and shall reference this Agreement number (or City project number for which this Agreement applies) and project title. Invoices shall contain a certification by a principal member of Contracting Party specifying that the payment requested is for Services performed in accordance with the terms of this Agreement. Upon approval in writing by the Contract Officer, or assigned designee, and subject to retention pursuant to Section 8.3, City will pay Contracting Party for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department. No payment

will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement. The final invoice must contain the final cost and all credits due City including any equipment purchased under the provisions of Section 13.8. Except as provided for Section 10.3, the final invoice should be submitted within sixty (60) calendar days after completion of Contracting Party's work.

2.3 Prompt Payment: The City shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contracting Party on a professional service contract. If the City fails to pay promptly, the City shall pay interest to the Contracting Party, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pre-rated as necessary. Upon receipt of the payment request, the City shall act in accordance with both of the following:

- 1) The City shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
- 2) The City must return any payment request deemed improper by the City to the Contracting Party as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

For projects awarded on or after September 1, 2023: the Contracting Party must now submit Exhibit 9-P to the City administering the Agreement by the 15<sup>th</sup> of the month following the month of any payment(s). If the Contracting Party does not make any payments to subconsultants, supplier(s), and/or manufacturers Contracting Party must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The City must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The City must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the Contracting Party.

2.4 Compensation for Additional Services. Additional Services approved in advance by the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement shall be paid for in an amount agreed to in writing by both City and Contracting Party in advance of the Additional Services being rendered by Contracting Party. Any compensation for Additional Services amounting to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any greater amount of compensation for Additional Services must be approved by the La Quinta City Council, the City Manager, or Department Director, depending upon City laws, regulations, rules and procedures concerning public contracting. Under no circumstances shall Contracting Party receive compensation for any Additional Services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee, pursuant to Section 1.7 of this Agreement.

### 3. PERFORMANCE SCHEDULE.

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. If the Services are not completed in accordance with the Schedule of Performance, as set forth in Section 3.2 and "Exhibit C", it is understood that the City will suffer damage.

3.2 Schedule of Performance. All Services rendered pursuant to this Agreement shall be performed diligently and within the time period established in "Exhibit C" (the "Schedule of Performance"). Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contract Officer, or assigned designee. Contracting Party shall not commence performance of work or services until this Agreement has been approved by City and notification to proceed has been issued by City's Contract Officer.

3.3 Force Majeure. The time period specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contracting Party, including, but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than City, and unusually severe weather, if Contracting Party shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the causes of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination, or assigned designee, shall be final and conclusive upon the parties to this Agreement. Extensions to time period in the Schedule of Performance which are determined by the Contract Officer, or assigned designee, to be justified pursuant to this Section shall not entitle the Contracting Party to additional compensation in excess of the Contract Sum.

3.4 Term. Unless earlier terminated in accordance with the provisions in Section 8.0 of this Agreement, the term of this agreement shall commence on [REDACTED], 2025, contingent upon approval by City, and Contracting Party shall commence work after notification to proceed by City's Contract Officer. The Agreement shall terminate on [REDACTED], 20 [REDACTED], unless extended by an Amendment to this Agreement. Contracting Party is advised that any recommendation for Agreement award is not binding on City until the Agreement is fully executed and approved by City.

### 4. COORDINATION OF WORK.

4.1 Representative of Contracting Party. The following principals of Contracting Party ("Principals") are hereby designated as being the principals and representatives of Contracting Party authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith:

- (a) [NAME] \_\_\_\_\_

Tel No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Principals shall be responsible during the term of this Agreement for directing all activities of Contracting Party and devoting sufficient time to personally supervise the Services hereunder. For purposes of this Agreement, the foregoing Principals may not be changed by Contracting Party and no other personnel may be assigned to perform the Services required hereunder without the express written approval of City.

4.2 Contract Officer. The "Contract Officer" shall be Bryan McKinney P.E., Public Works Director/City Engineer or other such assigned designee as may be designated in writing by the City Manager of City. It shall be Contracting Party's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the Services and Contracting Party shall refer any decisions, which must be made by City, to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee. The Contract Officer, or assigned designee, shall have authority to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Contracting Party, its principals, and its employees were a substantial inducement for City to enter into this Agreement. Except as set forth in this Agreement, Contracting Party shall not contract or subcontract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contracting Party, taking all transfers into account on a cumulative basis. Any attempted or purported assignment or contracting or subcontracting by Contracting Party without City's express written approval shall be null, void, and of no effect. No approved transfer shall release Contracting Party of any liability hereunder without the express consent of City.

4.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contracting Party, its agents, or its employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contracting Party's employees, servants, representatives, or agents, or in fixing their number or hours of service. Contracting Party shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contracting Party shall not at

any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contracting Party in its business or otherwise or a joint venture or a member of any joint enterprise with Contracting Party. Contracting Party shall have no power to incur any debt, obligation, or liability on behalf of City. Contracting Party shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Except for the Contract Sum paid to Contracting Party as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contracting Party for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contracting Party for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contracting Party and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System ("PERS") as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contracting Party agrees to pay all required taxes on amounts paid to Contracting Party under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contracting Party shall fully comply with the workers' compensation laws regarding Contracting Party and Contracting Party's employees. Contracting Party further agrees to indemnify and hold City harmless from any failure of Contracting Party to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any payment due to Contracting Party under this Agreement any amount due to City from Contracting Party as a result of Contracting Party's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

4.5 Identity of Persons Performing Work. Contracting Party represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all of the Services set forth herein. Contracting Party represents that the Services required herein will be performed by Contracting Party or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 City Cooperation. City shall provide Contracting Party with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Contracting Party only from or through action by City.

## 5. INSURANCE.

5.1 Insurance. Prior to the beginning of any Services under this Agreement and throughout the duration of the term of this Agreement, Contracting Party shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of

this Agreement, policies of insurance as set forth in “Exhibit E” (the “Insurance Requirements”) which is incorporated herein by this reference and expressly made a part hereof.

5.2 Proof of Insurance. Contracting Party shall provide Certificate of Insurance to Agency along with all required endorsements. Certificate of Insurance and endorsements must be approved by Agency’s Risk Manager prior to commencement of performance.

## 6. INDEMNIFICATION.

6.1 Indemnification. To the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, agents, and volunteers as set forth in “Exhibit E” (“Indemnification”) which is incorporated herein by this reference and expressly made a part hereof.

## 7. RECORDS AND REPORTS.

7.1 Reports. Contracting Party shall periodically prepare and submit to the Contract Officer, or assigned designee, such reports concerning Contracting Party’s performance of the Services required by this Agreement as the Contract Officer, or assigned designee, shall require. Contracting Party’s Project Manager shall meet with City as necessary to discuss progress on the Agreement. Contracting Party hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contracting Party agrees that if Contracting Party becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contracting Party is providing design services, the cost of the project being designed, Contracting Party shall promptly notify the Contract Officer, or assigned designee, of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contracting Party is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contracting Party shall keep, and require any subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, Independent CPA Audited Indirect Cost Rate workpapers, or other documents relating to the disbursements charged to City and the Services performed hereunder (the “Books and Records”), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer, or assigned designee, to evaluate the performance of such Services. Any and all such Books and Records, including those of the Contracting Party’s Independent CPA, shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer, Caltrans Auditor, FHWA or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal Funding in whole or in part), or assigned designee, shall have full and free access to such Books and Records at all

times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit, examination, workpaper review, excerpt, or transaction is required. In the event of dissolution of Contracting Party's business, custody of the Books and Records may be given to City, and access shall be provided by Contracting Party's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

7.3 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium prepared or caused to be prepared by Contracting Party, its employees, subcontractors, and agents in the performance of this Agreement (the "Documents and Materials") shall be the property of City and shall be delivered to City upon request of the Contract Officer, or assigned designee, or upon the expiration or termination of this Agreement, and Contracting Party shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contracting Party will be at City's sole risk and without liability to Contracting Party, and Contracting Party's guarantee and warranties shall not extend to such use, revise, or assignment. Contracting Party may retain copies of such Documents and Materials for its own use. Contracting Party shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contracting Party fails to secure such assignment, Contracting Party shall indemnify City for all damages resulting therefrom.

7.4 In the event City or any person, firm, or corporation authorized by City reuses said Documents and Materials without written verification or adaptation by Contracting Party for the specific purpose intended and causes to be made or makes any changes or alterations in said Documents and Materials, City hereby releases, discharges, and exonerates Contracting Party from liability resulting from said change. The provisions of this clause shall survive the termination or expiration of this Agreement and shall thereafter remain in full force and effect.

7.5 In the event of Termination under Section 8.0, immediately upon termination, City shall be entitled to, and Contracting Party shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates

performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by Contracting Party in performing this Agreement which is not Contracting Party's privileged information, as defined by law, or Contracting Party's personnel information, along with all other property belonging exclusively to City which is in Contracting Party's possession.

7.6 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contracting Party shall require all subcontractors, if any, to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contracting Party represents and warrants that Contracting Party has the legal right to license any and all of the Documents and Materials. Contracting Party makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contracting Party or provided to Contracting Party by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by Contracting Party hereunder to be work made for hire. Contracting Party acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

7.7 Release of Documents. The Documents and Materials shall not be released publicly without the prior written approval of the Contract Officer, or assigned designee, or as required by law. Contracting Party shall not disclose to any other entity or person any information regarding the activities of City, except as required by law or as authorized by City.

7.8 Confidential or Personal Identifying Information. Contracting Party covenants that all City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussion notes, or other information, if any, developed or received by Contracting Party or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contracting Party to any person or entity without prior written authorization by City or unless required by law. City shall grant authorization for disclosure if required by any lawful administrative or legal proceeding, court order, or similar directive with the force of law. Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Contracting Party to further disclose such information, or disseminate the same on any other occasion. Contracting Party shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Contracting Party's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from

a Legislative committee. Contracting Party shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission. All City data, data lists, trade secrets, documents with personal identifying information, documents that are not public records, draft documents, discussions, or other information shall be returned to City upon the termination or expiration of this Agreement. All information related to the construction estimate is confidential and shall not be disclosed by Contracting party to any entity, other than City, Caltrans, and/or FHWA. All of the materials prepared or assembled by Contracting Party pursuant to performance of this Agreement are confidential and Contracting Party agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If Contracting Party or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from Contracting Party for any damages caused by Contracting Party releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements. Contracting Party's covenant under this section shall survive the termination or expiration of this Agreement.

## 8. ENFORCEMENT OF AGREEMENT.

8.1 California Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contracting Party covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the Contract Officer, or assigned designee; provided that if the default is an immediate danger to the health, safety, or general welfare, City may take such immediate action as City deems warranted. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to this Section 8.0. During the period of time that Contracting Party is in default, City shall hold all invoices and shall, when the default is

cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Officer and City Manager (or authorized designee), who may consider written or verbal information submitted by Contracting Party. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, Contracting Party may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing. Neither the pendency of a dispute, nor its consideration by the committee will excuse Contracting Party from full and timely performance in accordance with the terms of this Agreement. Audit Disputes shall be considered as provided for Section 10.

8.3 Retention of Funds. City may withhold from any monies payable to Contracting Party sufficient funds to compensate City for any losses, costs, liabilities, or damages it reasonably believes were suffered by City due to the default of Contracting Party in the performance of the Services required by this Agreement.

8.4 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. City's consent or approval of any act by Contracting Party requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Contracting Party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Termination Prior To Expiration of Term. This Section shall govern any termination of this Agreement, except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contracting Party. Upon receipt of any notice of termination, Contracting Party shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer, or assigned designee. Upon termination, City shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance

with Section 7.5. Contracting Party shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer, or assigned designee, thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, or assigned designee, except amounts held as a retention pursuant to this Agreement. Notwithstanding any provisions of this Agreement, Contracting Party shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Agreement by Contracting Party, and City may withhold any payments due to Contracting Party until such time as the exact amount of damages, if any, due City from Contracting Party is determined.

8.8 Termination for Default of Contracting Party. If termination is due to the failure of Contracting Party to fulfill its obligations under this Agreement, Contracting Party shall vacate any City-owned property which Contracting Party is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.2, take over the Services and prosecute the same to completion by contract or otherwise, and Contracting Party shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Contracting Party for the purpose of setoff or partial payment of the amounts owed City.

8.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. The court may set such fees in the same action or in a separate action brought for that purpose.

8.10 Suspension of Work. City may temporarily suspend this Agreement, at no additional cost to City, provided that Contracting Party is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Contracting Party shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination provided for in this Section 8.0.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION.

9.1 Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contracting Party, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Contracting Party or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Contracting Party covenants that neither it, nor any officer or principal of it, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contracting Party's performance of the Services under this Agreement. Contracting Party further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the Contract Officer, or assigned designee. Contracting Party agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. During the term of this Agreement, the Contracting Party shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement or any ensuing City construction project. The Contracting Party shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing City construction project which will follow.

No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contracting Party warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contracting Party certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Contracting Party agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Contracting Party further agrees to complete any statements of economic interest if required by either City ordinance or State law.

Contracting Party hereby certifies that the Contracting Party or subconsultant and any firm affiliated with the Contracting Party or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

9.3 Covenants against Discrimination. The Contracting Party's signature affixed herein and dated shall constitute a certification under penalty of perjury under the

laws of the State of California that the Contracting Party has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

During the performance of this Agreement, Contracting Party and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contracting Party and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Contracting Party and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by City to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contracting Party shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

Contracting Party and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contracting Party shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Contracting Party, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

The Contracting Party shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 -

Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the Contracting Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

The Contracting Party, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the City components of the DBE Program Plan, Contracting Party, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### Title VI Assurances – Appendix A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

- a. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information

required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination, or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Consultant shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the recipient enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### Title VI Assurances – Appendix E

During the performance of this contract, the Contracting Party, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; Page 2 of 2
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## 10. AUDIT REVIEW PROCEDURES.

10.1 Audit Disputes. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement provided for in Section 8.0, shall be reviewed by City's Chief Financial Officer. Not later than thirty (30) calendar days after issuance of the final audit report, Contracting Party may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing. Neither the pendency of a dispute nor its consideration by City will excuse Contracting Party from full and timely performance, in accordance with the terms of this Agreement.

10.2 Audit Review Procedures. Contracting Party and subconsultant Agreements, including Schedule of Compensation, cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contracting Party's responsibility to ensure federal, City, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Contracting Party and approved by City Contract Officer to conform to the audit or review recommendations. Contracting Party agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by City at its sole discretion. Refusal by Contracting Party to incorporate audit or review recommendations, or to ensure that the federal, City or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination under Section 8.0 of the Agreement and disallowance of prior reimbursed costs.

10.3 Caltrans Audits and Investigations Work Paper Review. Contracting Party's Schedule of Compensation may be subject to a CPA ICR Audit Work Paper Review and/or audit by Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Schedule of Compensation shall be adjusted by the Contracting Party and approved by the City Contract Officer to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Contracting Party to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination under Section 8.0 of the Agreement and disallowance of prior reimbursed costs.

During IOAI's review of the ICR audit work papers created by the Contracting Party's independent CPA, IOAI will work with the CPA and/or Contracting Party toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, City will reimburse the Contracting Party at an accepted ICR until a FAR (Federal Acquisition Regulation)

compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- A. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- B. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- C. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

If IOAI is unable to issue a cognizant letter per this Section 10.3, IOAI may require Contracting Party to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the Contracting Party's and/or the independent CPA's revisions.

If the Contracting Party fails to comply with the provisions of this Section 10.3, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth this Section 10.3 for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Contracting Party may submit to City final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of City; and, (3) IOAI has issued its final ICR review letter. The Contracting Party must submit its final invoice to City no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between City and the Contracting Party, either as a prime or subconsultant, with the same fiscal period ICR.

## 11. STATE PREVAILING WAGE RATES

11.1 State Prevailing Wage Rates. No Consultant or Subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments. The Contracting Party shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The

General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at City construction sites, at City facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve City projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

11.2 Payroll Records. Contracting Party and each Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contracting Party or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- A. The information contained in the payroll record is true and correct.
- B. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

The payroll records enumerated under this Section 11.2 shall be certified as correct by the Contracting Party under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by City representative's at all reasonable hours at the principal office of the Contracting Party. The Contracting Party shall provide copies of certified payrolls or permit inspection of its records as follows:

- A. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
- B. A certified copy of all payroll records enumerated in this Section 11.2 shall be made available for inspection or furnished upon request to a representative of City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contracting Party.

- C. The public shall not be given access to certified payroll records by the Contracting Party. The Contracting Party is required to forward any requests for certified payrolls to the City Contract Officer by both email and regular mail on the business day following receipt of the request.

Contracting Party and all subconsultants shall submit a certified copy of the records enumerated in this Section 11.2, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by City shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the Contracting Party or Subconsultant performing the work shall not be marked or obliterated.

The Contracting Party shall inform City of the location of the records enumerated under this Section 11.2, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

The Contracting Party or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in this Section 11.2. In the event the Contracting Party or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to City, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by City from payments then due. Contracting Party is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

11.3 Responsibility. When prevailing wage rates apply, the Contracting Party is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the City Contract Officer.

11.4 Penalty. The Contracting Party and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the Contracting Party and any Subconsultant shall forfeit to the City a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the Contracting Party or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the Contracting Party or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Contracting Party or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Contracting Party or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay

the correct rates of prevailing wages is not excusable if the Contracting Party or Subconsultant had knowledge of the obligations under the Labor Code. The Contracting Party is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contracting Party or Subconsultant.

If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the Contracting Party is not liable for the penalties described above unless the Contracting Party had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the Contracting Party fails to comply with all of the following requirements:

- A. The Agreement executed between the Contracting Party and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
- B. The Contracting Party shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
- C. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the Contracting Party shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
- D. Prior to making final payment to the Subconsultant for work performed on the public works project, the Contracting Party shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

Pursuant to Labor Code §1775, City shall notify the Contracting Party on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

If City determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if City did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contracting Party shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by City.

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

11.6 Employment of Apprentices. Where either the prime Agreement or the sub-agreement exceeds thirty thousand dollars (\$30,000), the Contracting Party and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

The Contracting Party and its subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contracting Party and its subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The Contracting Party is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

## 12. DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION.

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

The Contracting Party shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is Contracting Party's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the Contracting Party is responsible to document the verification record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and regular dealer."

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

12.1 DBE Goal. The **Goal for DBE participation for this Agreement is 13%**. Participation by DBE Contracting Party or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, the Contracting Party must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

12.2 Meeting the Goal. The Contracting Party can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Contracting Party must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If the Contracting Party has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

12.3 Contract Assurance. Under 49 DBR 26.13(b):

The Contracting Party, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contracting Party shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the Contracting Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract under Section 8.0 or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated Damages; and/or
- (4) Disqualifying the Contracting Party from future proposing as non-responsible.

12.4 Termination and Replacement of DBE Subconsultants. The Contracting Party shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contracting Party or DBE subconsultant obtains the City's written consent. The Contracting Party shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the City. Unless the City's consent is provided, the Contracting party shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the bid.

#### Termination of DBE Subconsultants

After execution of the Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the City:

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

11. The City determines other documented good cause.

Contracting Party must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the Contracting Party's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the City. The written notice to the DBE must request they provide any response within five (5) business days to both the Contracting Party and the City by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, Contracting Party may move forward with the request as if the DBE had agreed to Contracting Party's written notice.
3. Submit Contracting Party's DBE termination request by written letter to the City and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - Contracting Party's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice.
  - The DBE's response to Contracting Party's written notice, if received. If a written response was not provided, provide a statement to that effect.

The City shall respond in writing to Contracting Party's DBE Termination request within five (5) business days.

#### Replacement of DBE Subconsultant

After receiving the City's written authorization of DBE termination request, Contracting Party must obtain the City's written agreement for DBE replacement. Contracting Party must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE Firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the City which must include:
  - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

- b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
  - Description of scope of work and cost proposal
  - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
  - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If Contracting Party has not identified a DBE replacement firm, submits documentation of Contracting Party's GFE's to use DBE replacement firms within seven (7) days of City's authorization to terminate the DBE. Contracting Party may request the City's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - Search results of certified DBEs available to perform the original DBE work identified and or other work Contracting Party had intended to self-perform, to the extent needed to meet DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements
  - Negotiation efforts with DBEs that reflect why an agreement was not reached
  - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - Copies of each DBE's and non-DBE's price quotes for work identified, as the City may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - Additional documentation that supports Contracting Party's GFE

The City shall respond in writing to Contracting Party's DBE replacement request within five (5) business days.

12.5 Commitment and Utilization. The City's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to the DBE utilization.

The City shall request the Contracting Party to:

1. Notify the City's contract officer or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup> tier subconsultant
  - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (*see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment*)

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

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

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

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

**12.6 Commercially Useful Function.** DBE's must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Contracting Party must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Contracting Party shall perform a CUF evaluation at the beginning of DBE's work and continue to monitor the performance of CUF for the duration of the project.

Contracting Party must provide written notification to the City at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, Contracting Party shall submit to the City the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Contracting Party must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Agreement using the LAPM 9-J: DBE Commercially Useful Function Evaluation. Contracting Party must submit to the City these quarterly evaluations and validations by the 5<sup>th</sup> of the month for the previous three months of work.

Contracting Party must notify the City immediately if they believe the DBE may not be performing a CUF.

The City will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional City evaluations. The City must evaluate DBEs and their CUF performance throughout the duration of a Contract. The City will provide written notice to the Contracting Party and the DBE at least two (2) business days prior to any evaluation. The Contracting Party and the DBE must participate in the evaluation. Upon completing the evaluation, the City must share the evaluation results with the Contracting Party and the DBE. An evaluation could include items that must be remedied upon receipt. If the City determines the DBE is not performing a CUF, the Contracting Party must suspend performance of the noncompliant work.

Contracting Party and DBEs must submit additional CUF related records and documents within five (5) business days of City's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Contracting Party and/or the City determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Contracting Party must immediately suspend performance of the noncompliant portion of the work. City may deny payment for the noncompliant portion of the work. City will ask Contracting Party to submit a corrective action plan (CAP) to the City within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contracting Party will correct the noncompliance findings for the remaining portion of the DBE's work. City has five (5) days to review the CAP in conjunction with the Contracting Party's review. The Contracting Party must implement the CAP within five (5) days of the City's approval. The City will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, Contracting Party may have good cause to request termination of the DBE.

12.7 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

12.8 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

12.9 Records. The Contracting Party shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE Contracting Party's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

12.10 Decertification of DBE. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Contracting Party in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Contracting Party in writing with the date of certification. Any changes should be reported to City's Contract Officer within thirty (30) calendar days.

12.11 Progress Payments. For projects awarded after March 1, 2020, but before September 1, 2023: No later than the 10<sup>th</sup> of the month following the month of any payment(s), the Contracting Party must submit an invoice for payment along with Exhibit 9-F: Monthly Disadvantaged Business Enterprise (DBE) Payment to the Caltrans Business Support Unit at [Business.Support.Unit@dot.ca.gov](mailto:Business.Support.Unit@dot.ca.gov). Provide a copy to the City.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15<sup>th</sup> of the month following the month of any payment(s), the Contracting Party must now submit Exhibit 9-P to the City. If the Contracting Party does not make any payments to subconsultants, supplier(s), and/or manufacturers Contracting Party must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

12.12 Subcontracting. Any subcontract entered into as a result of this agreement shall contain all of the provisions of this section.

### 13. MISCELLANEOUS PROVISIONS.

13.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City:

To Contracting Party:

CITY OF LA QUINTA  
Attention: Bryan McKinney, PE  
78495 Calle Tampico  
La Quinta, California 92253

13.2 Contracting Party's Reports or Meetings. The Contracting Party shall submit progress reports at least once a month. The report should be sufficiently detailed for the City' Contract Officer to determine, if the Contracting Party is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

13.3 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

13.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

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

13.6 Subcontracting. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the City and any Subconsultants, and no sub agreement shall relieve the Contracting Party of its responsibilities and obligations hereunder. The Contracting Party agrees to be as fully responsible to the City for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contracting Party. The Contracting Party's obligation to pay its Subconsultants is an independent obligation from the City's obligation to make payments to the Contracting Party. The Contracting Party shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the City Contract Officer, except that which is expressly identified in the Schedule of Compensation. Any sub-agreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to Subconsultants unless otherwise noted. Contracting Party shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the Contracting Party by the City. Any substitution of Subconsultants must be approved in writing by the City Contract Officer in advance of assigning work to a substitute Subconsultant.

13.7 Prompt Progress Payment. The Contracting Party or subconsultant shall pay to any subconsultant, no later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the Contracting Party on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the Contracting Party or subconsultant to a subconsultant, the Contracting Party or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

13.8 Prompt Payment of Withheld Funds to Subconsultants. No retainage will be held by the City from progress payments due to the Contracting Party. The Contracting Party and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating Contracting Party or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Contracting Party or subconsultant in the event of a dispute involving late payment or nonpayment by the Contracting Party, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

13.9 Equipment Purchase. Prior authorization in writing by City Contract Officer shall be required before Contracting Party enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or services. Contracting Party shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service, or consulting work not covered in Schedule of Compensation and exceeding five thousand dollars (\$5,000), with prior authorization by City Contract Officer, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

Contracting Party shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated as provided for in Section 8.0, Contracting Party may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Contracting Party elects to keep the equipment, fair market value shall be determined at Contracting Party's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Contracting Party, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City.

Regulation 2 CFR Part 200 requires a credit to State or Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

13.10 Rebates, Kickbacks or Other Unlawful Consideration. The Contracting Party warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right, in its discretion, to

terminate this Agreement without liability, to pay only for the value of the work actually performed, or to deduct from this Agreement price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

13.12 Debarment and Suspension Certification. The Contracting Party's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contracting Party or any person associated therewith in the capacity of owner, partner, director, officer or manager is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

13.13 Funding Requirements. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or

appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to City for the purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or City governing board that may affect the provisions, terms, or funding of this Agreement in any manner. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds. City has the option to terminate the Agreement pursuant to Section 8.0 or by mutual agreement to amend the Agreement to reflect any reduction of funds.

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

13.15 Inspection of Work. Contracting Party and any subconsultant shall permit City, the State, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

13.16 Safety. Contracting Party shall comply with OSHA regulations applicable to Contracting Party regarding necessary safety equipment or procedures. Contracting Party shall comply with safety instructions issued by City Safety Officer and other City representatives. Contracting Party personnel shall wear hard hats and safety vests at all times while working on the construction project site. Pursuant to the authority contained in Vehicle Code §591, City has determined that such areas are within the limits of the project and are open to public traffic. Contracting Party shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contracting Party shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. Contracting Party must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.

13.17 Claims Filed by City's Construction Contractor. If claims are filed by City's construction contractor relating to work performed by Contracting Party's personnel, and additional information or assistance from Contracting Party's personnel is required in order to evaluate or defend against such claims; Contracting Party agrees to make its

personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings. Contracting Party's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Contracting Party's personnel services under this Agreement. Services of Contracting Party's personnel in connection with City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

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

13.19 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

13.20 Integrated Agreement. This Agreement including the exhibits hereto is the entire, complete, and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

13.21 Amendment. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contracting Party and by the City Council of City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. Contracting Party shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City Contract Officer.

13.22 Severability. In the event that any one or more of the articles, phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining articles, phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

13.23 Unfair Business Practices Claims. In entering into this Agreement, Contracting Party offers and agrees to assign to City all rights, title, and interest in and to

all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contracting Party without further acknowledgment of the parties.

13.24 No Third-Party Beneficiaries. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

13.25 Authority. The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF LA QUINTA,  
a California Municipal Corporation

CONTRACTING PARTY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
JON MCMILLEN, City Manager  
City of La Quinta, California

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
MONIKA RADEVA, City Clerk  
La Quinta, California

APPROVED AS TO FORM:

\_\_\_\_\_  
WILLIAM H. IHRKE, City Attorney  
City of La Quinta, California

Exhibit A

[See Attached]

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## ADDENDUM TO AGREEMENT

If the Scope of Services include construction, alteration, demolition, installation, repair, or maintenance affecting real property or structures or improvements of any kind appurtenant to real property, the following apply:

1. Prevailing Wage Compliance. If Contracting Party is a contractor performing public works and maintenance projects, as described in this Section 1.3, Contracting Party shall comply with applicable Federal, State, and local laws. Contracting Party is aware of the requirements of California Labor Code Sections 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000, *et seq.*, (collectively, the "Prevailing Wage Laws"), and La Quinta Municipal Code Section 3.12.040, which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if construction work over twenty-five thousand dollars (\$25,000.00) and/or alterations, demolition, repair or maintenance work over fifteen thousand dollars (\$15,000.00) is entered into or extended on or after January 1, 2015 by this Agreement, Contracting Party agrees to fully comply with such Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices. Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the DIR. Contracting Party will maintain and will require all subcontractors to maintain valid and current DIR Public Works contractor registration during the term of this Agreement. Contracting Party shall notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contracting Party's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contracting Party to determine the correct salary scale. Contracting Party shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Contracting Party's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contracting Party must forfeit to City TWENTY-FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contracting Party does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 *et seq.*, eight (8) hours is the legal working day. Contracting Party also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 *et seq.*, including Section 1776. In addition to the other indemnities provided under this Agreement, Contracting Party shall defend (with counsel selected by City), indemnify, and hold City,

its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contracting Party shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contracting Party acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contracting Party shall require the same of all subcontractors.

2. Retention. Payments shall be made in accordance with the provisions of Section 2.0 of the Agreement. In accordance with said Sections, City shall pay Contracting Party a sum based upon ninety-five percent (95%) of the Contract Sum apportionment of the labor and materials incorporated into the Services under this Agreement during the month covered by said invoice. The remaining five percent (5%) thereof shall be retained as performance security to be paid to Contracting Party within sixty (60) days after final acceptance of the Services by the City Council of City, after Contracting Party has furnished City with a full release of all undisputed payments under this Agreement, if required by City. In the event there are any claims specifically excluded by Contracting Party from the operation of the release, City may retain proceeds (per Public Contract Code § 7107) of up to one hundred fifty percent (150%) of the amount in dispute. City's failure to deduct or withhold shall not affect Contracting Party's obligations under the Agreement.

3. Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk-line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contracting Party for any costs incurred in locating, repairing damage not caused by Contracting Party, and removing or relocating such unidentified utility facilities. Contracting Party shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4. Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply:

(a) Contracting Party shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contracting Party believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contracting Party's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of the Agreement.

(c) in the event that a dispute arises between City and Contracting Party whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contracting Party's cost of, or time required for, performance of any part of the work, Contracting Party shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contracting Party shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting Parties.

5. Safety. Contracting Party shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contracting Party shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

## Exhibit B

### Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.4 of this Agreement, the maximum total compensation to be paid to Contracting Party under this Agreement is not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) ("Contract Sum"). The Contract Sum shall be paid to Contracting Party in installment payments made on a monthly basis and in an amount identified in Contracting Party's schedule of compensation attached hereto for the work tasks performed and properly invoiced by Contracting Party in conformance with Section 2.2 of this Agreement.

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Exhibit C  
Schedule of Performance

Contracting Party shall complete all services identified in the Scope of Services, Exhibit A of this Agreement, in accordance with the Project Schedule, attached hereto and incorporated herein by this reference.

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Exhibit D  
Special Requirements

Exhibit 10-O2 – DBE Commitment

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Exhibit E  
Insurance Requirements

E.1 Insurance. Prior to the beginning of and throughout the duration of this Agreement, the following policies shall be maintained and kept in full force and effect providing insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-VI:

Commercial General Liability (at least as broad as ISO CG 0001)  
\$1,000,000 (per occurrence)  
\$2,000,000 (general aggregate)

**Must include the following endorsements:**

General Liability Additional Insured  
General Liability Primary and Non-contributory

Commercial Auto Liability (at least as broad as ISO CA 0001)  
\$1,000,000 (per accident)  
Personal Auto Declaration Page if applicable

Errors and Omissions Liability  
\$1,000,000 (per claim and aggregate)

Workers' Compensation  
(per statutory requirements)

**Must include the following endorsements:**

Workers Compensation with Waiver of Subrogation  
Workers Compensation Declaration of Sole Proprietor if applicable

Contracting Party shall procure and maintain, at its cost, and submit concurrently with its execution of this Agreement, Commercial General Liability insurance against all claims for injuries against persons or damages to property resulting from Contracting Party's acts or omissions rising out of or related to Contracting Party's performance under this Agreement. The insurance policy shall contain a severability of interest clause providing that the coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to any such loss. An endorsement evidencing the foregoing and naming the City and its officers and employees as additional insured (on the Commercial General Liability policy only) must be submitted concurrently with the execution of this Agreement and approved by City prior to commencement of the services hereunder.

Contracting Party shall carry automobile liability insurance of \$1,000,000 per accident against all claims for injuries against persons or damages to property arising out of the use of any automobile by Contracting Party, its officers, any person directly or indirectly employed by Contracting Party, any subcontractor or agent, or anyone for whose acts any of them may be liable, arising directly or indirectly out of or related to

Contracting Party's performance under this Agreement. If Contracting Party or Contracting Party's employees will use personal autos in any way on this project, Contracting Party shall provide evidence of personal auto liability coverage for each such person. The term "automobile" includes, but is not limited to, a land motor vehicle, trailer or semi-trailer designed for travel on public roads. The automobile insurance policy shall contain a severability of interest clause providing that coverage shall be primary for losses arising out of Contracting Party's performance hereunder and neither City nor its insurers shall be required to contribute to such loss.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contracting Party and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Contracting Party shall carry Workers' Compensation Insurance in accordance with State Worker's Compensation laws with employer's liability limits no less than \$1,000,000 per accident or disease.

Contracting Party shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services.

If coverage is maintained on a claims-made basis, Contracting Party shall maintain such coverage for an additional period of three (3) years following termination of the contract.

Contracting Party shall provide written notice to City within ten (10) working days if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contracting Party shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Exhibit to the Contract Officer. The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contracting Party's obligation to indemnify City, its officers, employees, contractors, subcontractors, or agents.

E.2 Remedies. In addition to any other remedies City may have if Contracting Party fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement.
- b. Order Contracting Party to stop work under this Agreement and/or withhold any payment(s) which become due to Contracting Party hereunder until Contracting Party demonstrates compliance with the requirements hereof.
- c. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies City may have. The above remedies are not the exclusive remedies for Contracting Party's failure to maintain or secure appropriate policies or endorsements. Nothing herein contained shall be construed as limiting in any way the extent to which Contracting Party may be held responsible for payments of damages to persons or property resulting from Contracting Party's or its subcontractors' performance of work under this Agreement.

E.3 General Conditions Pertaining to Provisions of Insurance Coverage by Contracting Party. Contracting Party and City agree to the following with respect to insurance provided by Contracting Party:

1. Contracting Party agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contracting Party also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contracting Party, or Contracting Party's employees, or agents, from waiving the right of subrogation prior to a loss. Contracting Party agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contracting Party and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contracting Party shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Contracting Party's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contracting Party or deducted from sums due Contracting Party, at City option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contracting Party or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.

9. Contracting Party agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Contracting Party, provide the same minimum insurance coverage required of Contracting Party. Contracting Party agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contracting Party agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

10. Contracting Party agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein (with the exception of professional liability coverage, if required) and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement

to self-insure its obligations to City. If Contracting Party's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contracting Party, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

11. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contracting Party ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contracting Party, the City will negotiate additional compensation proportional to the increased benefit to City.

12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

13. Contracting Party acknowledges and agrees that any actual or alleged failure on the part of City to inform Contracting Party of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

14. Contracting Party will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

15. Contracting Party shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contracting Party's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five (5) days of the expiration of coverages.

16. The provisions of any workers' compensation or similar act will not limit the obligations of Contracting Party under this agreement. Contracting Party expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

20. Contracting Party agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contracting Party for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contracting Party agrees to provide immediate notice to City of any claim or loss against Contracting Party arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

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Exhibit F  
Indemnification

F.1 Indemnity for the Benefit of City.

a. Indemnification for Professional Liability. When the law establishes a professional standard of care for Contracting Party's Services, to the fullest extent permitted by law, Contracting Party shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officials, employees, and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses of any kind, whether actual, alleged or threatened, 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, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

b. Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contracting Party shall indemnify, defend (with counsel selected by City), and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, 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, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contracting Party or by any individual or entity for which Contracting Party is legally liable, including but not limited to officers, agents, employees, or subcontractors of Contracting Party.

c. Indemnity Provisions for Contracts Related to Construction (Limitation on Indemnity). Without affecting the rights of City under any provision of this agreement, Contracting Party shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contracting Party will be for that entire portion or percentage of liability not attributable to the active negligence of City.

d. Indemnification Provision for Design Professionals.

1. Applicability of this Section F.1(d). Notwithstanding Section F.1(a) hereinabove, the following indemnification provision shall apply to a Contracting Party who constitutes a “design professional” as the term is defined in paragraph 3 below.

2. Scope of Indemnification. When the law establishes a professional standard of care for Contracting Party’s Services, to the fullest extent permitted by law, Contracting Party shall indemnify and hold harmless City and any and all of its officials, employees, and agents (“Indemnified Parties”) from and against any and all losses, liabilities of every kind, nature, and description, damages, injury (including, without limitation, injury to or death of an employee of Contracting Party or of any subcontractor), costs and expenses, including, without limitation, incidental and consequential damages, court costs, reimbursement of attorneys’ fees, litigation expenses, and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation, to the extent same are caused by any negligent or wrongful act, error or omission of Contracting Party, its officers, agents, employees or subcontractors (or any entity or individual that Contracting Party shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Contracting Party shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Contracting Party.

3. Design Professional Defined. As used in this Section F.1(d), the term “design professional” shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by Civil Code § 2782.8.

F.2 Obligation to Secure Indemnification Provisions. Contracting Party agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Exhibit F, as applicable to the Contracting Party, from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contracting Party in the performance of this Agreement. In the event Contracting Party fails to obtain such indemnity obligations from others as required herein, Contracting Party agrees to be fully responsible according to the terms of this Exhibit. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth in this Agreement are binding on the successors, assigns or heirs of Contracting Party and shall survive the termination of this Agreement.

**ATTACHMENT 2**

**INSURANCE REQUIREMENTS ACKNOWLEDGEMENT**

*Must be executed by proposer and submitted with the proposal*

I, \_\_\_\_\_ (name) hereby acknowledge and confirm that  
 \_\_\_\_\_ (name of company) has reviewed  
 the City’s indemnification and minimum insurance requirements as listed in Exhibits E and  
 F of the City’s Agreement for Contract Services (Attachment 1); and declare that insurance  
 certificates and endorsements verifying compliance will be provided if an agreement is awarded.

I am \_\_\_\_\_ of \_\_\_\_\_,  
 (Title) (Company)

	Commercial General Liability (at least as broad as ISO CG 0001) \$1,000,000 (per occurrence); \$2,000,000 (general aggregate) <b>Must include the following endorsements:</b>
	General Liability Additional Insured
	General Liability Primary and Noncontributory
	Commercial Auto Liability (at least as broad as ISO CA 0001) \$1,000,000 (per accident)
	Personal Auto Declaration Page if applicable
	Errors and Omissions Liability \$1,000,000 (per claim and aggregate)
	Worker’s Compensation (per statutory requirements) <b>Must include the following endorsements:</b>
	Worker’s Compensation Waiver of Subrogation
	Worker’s Compensation Declaration of Sole Proprietor if applicable

**NON-COLLUSION AFFIDAVIT FORM**

*Must be executed by proposer and submitted with the proposal*

I, \_\_\_\_\_ (name) hereby declare as follows:

I am \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Company)

the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the agreement of anyone interested in the proposed agreement; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative hereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer Signature: \_\_\_\_\_

Proposer Name: \_\_\_\_\_

Proposer Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

**ATTACHMENT 4**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

*Must be executed by proposer and submitted with the proposal;  
If no addenda has been issued, mark "N/A" under Addendum No. indicating  
Not Applicable and sign*

<b>ADDENDUM NO.</b>	<b>SIGNATURE INDICATING RECEIPT</b>

**DBE Documentation  
(10-1, 10-O1, 15-H)**

**Exhibit 10-I: Notice to Proposers DBE Information**  
**(federally funded projects only)**

The Local Public Agency (LPA) has established a DBE goal for this Contract of \_\_\_\_\_%

**1. TERMS AS USED IN THIS DOCUMENT**

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

**2. AUTHORITY AND RESPONSIBILITY**

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

**3. SUBMISSION OF DBE INFORMATION**

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

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

**4. DBE PARTICIPATION GENERAL INFORMATION**

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

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

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

## 5. COUNTING DBE PARTICIPATION

Materials or supplies purchased from DBEs count towards the DBE goal under the following conditions:

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

## 6. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please [email DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov) for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#). For [guidance on how to search for certified firms using the CUCP database, please visit: DBE Goal Setting | Caltrans](#)

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: City of La Quinta 2. Contract DBE Goal: 13%  
 3. Project Description: Complete the corrective measures identified in the Bridge Preventative Maintenance Program Plan to prolong the lifespans of the bridges within the city limits.  
 4. Project Location: City of La Quinta at various locations within the city limits.  
 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 %	
<b>Local Agency to Complete this Section</b>			<b>11. TOTAL CLAIMED DBE PARTICIPATION</b> <span style="float: right;">%</span>	
17. Local Agency Contract Number: <u>2023-33</u> 18. Federal-Aid Project Number: <u>BPMP-5233(022)</u> 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
21. Local Agency Representative's Signature _____		22. Date _____	12. Preparer's Signature _____	
23. Local Agency Representative's Name _____		24. Phone _____	14. Preparer's Name _____	15. Phone _____
25. Local Agency Representative's Title _____		16. Preparer's Title _____		

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

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

**INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project 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.

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Cost Proposal Due Date \_\_\_\_\_ PE/CE

Federal-aid Project No(s). BPMP-5433(022) Bid Opening Date \_\_\_\_\_ CON

The City of La Quinta established a Disadvantaged Business Enterprise (DBE) goal of 13% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				%
				%
				%
				%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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**Federal Forms**  
**(Certification of Indirect Costs and Financial Management**  
**and Sample Cost Proposal - former 10-K and 10-H1)**  
*Must be executed by proposer and submitted with the proposal*



# Inspector General

California Department of Transportation

## 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 (ICR):

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 ICR was developed (not the contract period). The ICR 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 ICR(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 ICR(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 the Financial Document Review Request form.

### 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 requirements.

**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 \_\_\_\_\_
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit	Local Govt ICR Audit	Caltrans ICR Audit
CPA ICR Audit	Federal Govt ICR Audit	

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR 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: \_\_\_\_\_

Phone\*\*:

Email\*\*:

\*\*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 forms. Caltrans will not process local agency’s invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.

**SAMPLE COST PROPOSAL 1**

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

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant     Subconsultant     2<sup>nd</sup> Tier Subconsultant

Consultant \_\_\_\_\_

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00

**LABOR COSTS**

- a) Subtotal Direct Labor Costs \$ 0.00
- b) Anticipated Salary Increases (see page 2 for calculation) \_\_\_\_\_
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 0.00

**INDIRECT COSTS**

- d) Fringe Benefits (Rate: 0.00% ) e) Total Fringe Benefits [(c) x (d)] \$ 0.00
- f) Overhead (Rate: 0.00% ) g) Overhead [(c) x (f)] \$ 0.00
- h) General and Administrative (Rate: 0.00% ) i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 0.00

**FIXED FEE**

- k) **TOTAL FIXED FEE [(c) + (j) x fixed fee 0.00% ]** \$ 0.00

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** \$ 0.00

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: \_\_\_\_\_

Subconsultant 2: \_\_\_\_\_

Subconsultant 3: \_\_\_\_\_

Subconsultant 4: \_\_\_\_\_

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 0.00

**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 0.00

**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. 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.
3. Anticipated salary increases calculation (page 2) must accompany.

**SAMPLE COST PROPOSAL 1**  
**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

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

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

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

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

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

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

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

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

**NOTES:**

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

SAMPLE COST PROPOSAL 1

**Certification of Direct Costs:**

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name: \_\_\_\_\_ Title \*: \_\_\_\_\_

Signature : \_\_\_\_\_ Date of Certification (mm/dd/yyyy): \_\_\_\_\_

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

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

List services the consultant is providing under the proposed contract:

**EVALUATION CRITERIA**

**Consultant:** \_\_\_\_\_

**Reviewer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Refer to Scoring Breakdown on next sheet.*

<b>Category</b>	<b>Max Pts</b>	<b>Score</b>
Understanding of work to be done	30	
Staffing and Scope of Work	20	
Pertinent Project Experience	25	
Schedule	10	
Format/Organization	10	
Intangible Qualities	5	
<b>Total</b>	<b>100</b>	

Unique Qualities (Intangibles):  
 (Explanation) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**TOTAL** \_\_\_\_\_

**Reviewer's Signature** \_\_\_\_\_

**Contract Administrator's Initials** \_\_\_\_\_ **Date** \_\_\_\_\_

## Scoring Breakdown:

### Understanding of work to be done - 30 points maximum

0-10: Scope of work is off topic or is missing more than 5 key elements.

11-20: Scope of work is understandable but missing a few key elements.

21-30: Scope of work well justified and most or all key elements are included.

### Staffing and Scope of Work - 20 points maximum

0-8 points: Staffing is not clearly listed or does not match scope of work proposed.

9-15 points: Staffing is included but experience is not relevant or similar.

16-20 points: Staffing is included, matches the scope of work, and experience is relevant.

### Pertinent Project Experience - 25 points maximum

0-8 points: Consultant does not include previous experience or has very minimal experience.

9-16 points: Consultant lists previous experience, but experience is not relevant or similar.

17-25 points: Consultant lists relevant previous experience with similar work.

### Schedule - 10 Points Maximum

0-4 points: Schedule is missing key components and is unreasonable

5-7 points: Schedule is reasonable but missing key components

8-10 points: Schedule is reasonable and has all key components

### Format/Organization - 10 points maximum

0-4: Scope of work is not or barely organized into tasks and subtasks, does not flow clearly.

5-7: Scope of work is organized into tasks and subtasks, but not in a clear logical order.

8-10: Scope of work is well organized into logical tasks and subtasks to complete a project.

### Intangible Qualities - 5 points maximum

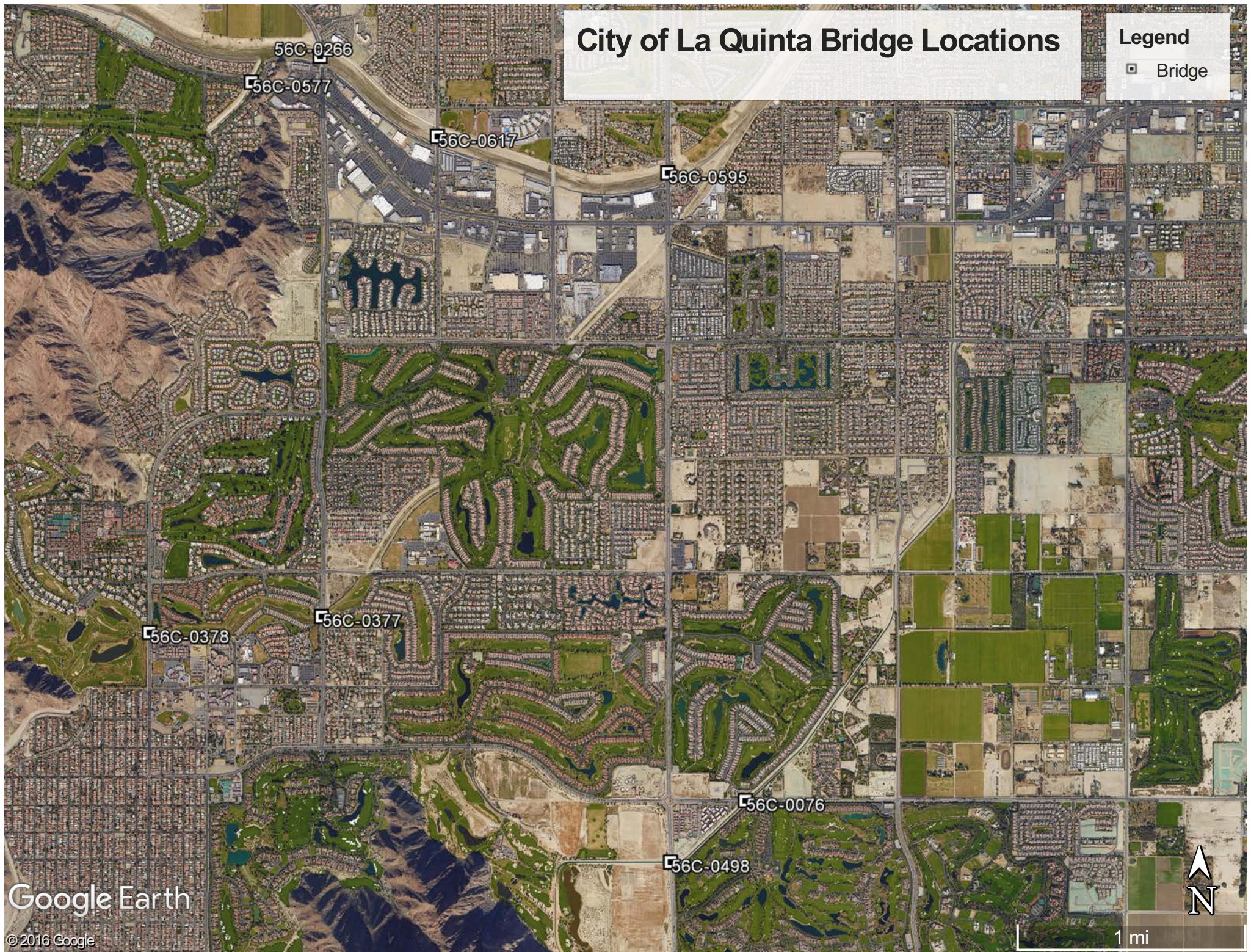
Intangible qualities are those traits or abilities that are not included in the above categories.

**Vicinity Map**

# City of La Quinta Bridge Locations

## Legend

▣ Bridge



Google Earth

© 2016 Google



1 mi

**2023 BPMP Plan**

