

REQUEST FOR PROPOSALS

FINAL DESIGN SERVICES FOR
TRAFFIC SIGNAL IMPROVEMENTS ALONG ROSECRANS AVENUE
CITY PROJECT NO. 7225
FEDERAL-AID PROJECT NO. HSIP-5347 (38)
RFP 15-447

CITY OF NORWALK
Engineering Division
12700 Norwalk Boulevard, Room 12
Norwalk, CA 90650
(562) 929-5723

Key RFP Dates

Issued:	January 8, 2015
Written Questions:	January 22, 2015 – 5 pm
Proposals Due:	February 5, 2015 – 11 am

TABLE OF CONTENTS

	PAGE
SECTION I - INSTRUCTIONS TO OFFERORS	3
SECTION II - PROPOSAL CONTENT	8
SECTION III - SCOPE OF WORK	13
SECTION IV - PROJECT SCHEDULE	18
SECTION V - EVALUATION AND AWARD	20
SECTION VI - PROPOSED AGREEMENT	22
SECTION VII - CONFLICT OF INTEREST DISCLAIMER	42
SECTION VIII - ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS	44
SECTION IX - DBE REQUIREMENTS	46
SECTION X - NON-LOBBYING CERTIFICATION ON FEDERAL-AID CONTRACTS AND DISCLOSURE OF LOBBYING ACTIVITIES	58

SECTION I

INSTRUCTIONS TO OFFERORS

SECTION I - INSTRUCTIONS TO OFFERORS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required in this RFP and that it is capable of performing quality work to achieve the objectives of the City of Norwalk Public Works Services Division.

B. ADDENDA

Any City of Norwalk changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City of Norwalk will not be bound to any modifications or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive.

C. CITY CONTACT

All questions and/or inquiries regarding this RFP shall be submitted in writing and directed to:

Julian Lee
Utilities and Projects Manager
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Phone: (562) 929-5926
Fax: (562) 929-5503
E-mail: jlee@norwalkca.gov

D. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications regarding the RFP, the Offerer shall notify Julian Lee of the City of Norwalk Public Services Department in writing in accordance with Section 1.D.2. Should it be found that the point in question is not clearly and fully set forth in the RFP, the City of Norwalk will issue a written addendum clarifying the matter(s). The written addendum will be sent to all firms via e-mail (advance copy) and certified mail.

2. Submitting Requests

a. All questions must be submitted in writing to the City of Norwalk no later than **5:00 p.m. on January 22, 2015**.

b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions Re: "RFP for Final Design Services for Traffic Signal Improvements along Rosecrans Avenue." The City of Norwalk is not responsible for failure to respond to a request that has not been labeled as such.

c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:

(1) U.S. Mail or Personal Courier: Attention: Julian Lee, Utilities and Projects Manager, City of Norwalk, 12700 Norwalk Boulevard, Norwalk, CA 90650.

(2) Facsimile: The City of Norwalk's fax number is (562) 929-5503, attention: Julian Lee.

(3) E-mail: jlee@norwalkca.gov

3. City of Norwalk Responses

Responses from the City of Norwalk will be e-mailed and sent by certified mail to all listed Offerors no later than **5:00 P.M. on January 28, 2015**.

E. SUBMISSION OF PROPOSALS

1. Date and Time

Proposals must be submitted on or before **11:00 A.M. on February 5, 2015**. Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by the U.S. Postal Service shall be submitted to the following address:

Julian Lee
Utilities and Projects Manager
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650

3. Identification of Proposals

Offeror shall submit 1 original and 3 copies of its proposal in a sealed package, addressed as shown above, bearing the Offeror's name and address and clearly marked as follows:

"PROPOSAL FOR FINAL DESIGN SERVICES FOR TRAFFIC SIGNAL IMPROVEMENTS ALONG ROSECRANS AVENUE"

4. Acceptance of Proposals

- a. The City reserves the right to accept or reject any or all proposals, waive any informalities or irregularities in the proposals, request additional information or revisions to the proposals, and to negotiate with any or all Offerors.
- b. The City of Norwalk reserves the right to withdraw this RFP at any time without prior notice and the City of Norwalk makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The City of Norwalk reserves the right to postpone the proposal opening for its own convenience.
- d. The City of Norwalk reserves the right to issue a new RFP for the work.
- e. Proposals received by the City of Norwalk are subject to public inspection under the California Public Records Act (Government Code Section 6250 *et seq.*), unless exempt and will be made available upon request after award.
- f. Proposals submitted are not to be copyrighted.
- g. The City of Norwalk reserves the right to require confirmation of information furnished by any Offeror and/or request any Offeror to provide additional evidence of qualifications to successfully perform the work.

F. PRE-CONTRACTUAL EXPENSES

The City of Norwalk shall not, in any event, be liable for any pre-contractual expense incurred by Offeror in the preparation of its proposal. Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP
- 2. Submitting its proposal to the City of Norwalk
- 3. Negotiating with the City of Norwalk on any matter related to its proposal
- 4. Any other expenses incurred by Offerer prior to date of award

G. JOINT OFFERS

Where two or more Offerors desire to submit a single proposal in response to this RFP, they shall do so on a prime-sub-consultant basis rather than as a joint venture. The City of Norwalk intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be on a not-to-exceed price contract.

I. PREVAILING WAGES

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 *et. seq.* These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages.

Wage guidelines entitled, *Consultant Guidelines for Prevailing Wage and Labor Compliance on Architectural and Engineering (A&E) Contracts* is used to administer Caltrans Consultant contracts and is available at:

[http://www.dot.ca.gov/hg/construc/ A&E Guidelines/ A&EGuidelines.pdf](http://www.dot.ca.gov/hg/construc/A&E%20Guidelines/A&E%20Guidelines.pdf)

Wage information is available through the Caltrans Division of Local Assistance web site at:

http://www.dir.ca.gov/dlsr/statistics_research.html

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. The Davis-Bacon wages can be found at: <http://www.wdol.gov>

SECTION II

PROPOSAL CONTENT

SECTION II - PROPOSAL CONTENT

A. PRESENTATION

Offerors must submit 1 original and 3 copies of their proposals, along with an electronic version (Or USB flash drive), on or before **11:00 A.M. on February 5, 2015** to be considered.

Proposals shall be typed and submitted on 8 1/2" x 11 " size paper, using a single method of fastening. Offerors should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged and proposals should be brief, clear and concise.

B. LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Julian Lee, Utilities and Projects Manager and must, at a minimum, contain the following information:

1. Identification of Offeror who will have contractual responsibility with the City of Norwalk. Identification shall include legal name of company, corporate address, telephone number and email address of the contact person identified during the period of proposal evaluation.
2. Proposed working relationship between Offeror and sub-consultants, if applicable.
3. Acknowledgment of receipt of all addenda, if any.
4. A statement to the effect that the proposal shall remain valid for a period of not less than 60 days from the date of submittal.
5. Signature of the official authorized to bind Offeror to the terms of the proposal.
6. Signed statement attesting that all information submitted with the proposal is true and correct.

C. TECHNICAL PROPOSAL

1. Qualifications, Relevant Experience and References

This section of the proposal shall establish the ability of the Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature to the Scope of Work shown in Section III; proven competence in the services to be provided; strength and stability of the firm; staffing capability; current work load; track record of meeting schedules on similar projects and supportive client references.

The Offeror shall:

- (a) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, or sole proprietorship); number, size and location of offices; and total number of employees.

(b) Provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Offeror's ability to provide these services.

(c) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to the City.

(d) Describe specialized training, experience and professional competence in the area directly related to this RFP.

(e) Identify sub-consultants by company name, address, contact person, telephone number and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.

(f) Provide a minimum of three (3) references for completed work similar to that in scope of work contained in this RFP. Furnish the contact name, title, address and telephone number of the person at each client agency/organization who is most knowledgeable about the work performed.

2. Proposed Team

This section of the proposal shall establish the method that will be used by the Offerer to provide requested services as well as identify key personnel assigned.

The Offeror shall:

(a) Provide the education, training, experience and applicable professional credentials of the proposed Project Manager.

(b) Furnish brief resumes (two pages maximum per resume) for the proposed Project Manager and key personnel (including sub-consultants).

(c) Identify key personnel proposed to perform the specified tasks and include major areas of sub-consultant work.

(d) Include a statement that key personnel will be available to the extent proposed for the duration of the required services acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City of Norwalk.

3. Detailed Work Plan

The Offeror shall provide a narrative addressing the Scope of Work and demonstrating the Offeror's understanding of the City of Norwalk's needs and requirements.

The Offeror shall:

(a) Describe the proposed approach and work plan for completing the services specified in the Scope of Work. The description of the proposed approach shall discuss the services in sufficient detail to demonstrate the Offerer's ability to accomplish the City's objectives.

(b) Describe approach to managing resources, including a description of the role(s) of any subconsultants, if applicable, their specific responsibilities, and how their work will be supervised. Identify methods that Offeror will use to ensure quality, budget, and schedule control.

4. Exceptions and Deviations

State any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Offeror wishes to propose alternative approaches to meeting the City of Norwalk's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Offeror will be deemed to have accepted the contract requirements as set forth in Section VI, "Proposed Agreement."

5. Fee Proposal

Fee Proposal shall be submitted in a separately sealed envelope. The offeror shall provide a Not-to-Exceed Fee Proposal to perform tasks services in Section III, including a schedule of hourly rates that will be charged to provide these services.

6. Conflict of Interest Disclaimer

Complete and submit Section VII, "Conflict of Interest Disclaimer" Form with the proposal.

7. Acknowledgement of Insurance Requirements

Complete and submit Section VIII, "Acknowledgement of Insurance Requirements" Form with the proposal.

8. Disadvantaged Business Enterprise (DBE) Requirements

The City of Norwalk has determined that Disadvantaged Business Enterprises (DBEs) can reasonably be expected to compete for subcontracting opportunities on this project. Offerors shall comply with the California Department of Transportation's (Caltrans) DBE Program guidelines as outlined in the Local Assistance Procedures Manual (LAPM).

Section IX, "DBE Requirements," includes the following forms for reference:

- Notice to Proposers DBE Information (Exhibit 10-I)
- Standard Agreement for Subcontractor/DBE Participation (Exhibit I 0-J)
- Local Agency Proposer UDBE Commitment (Consultant Contracts) (Exhibit 10-01)
- Local Agency Proposer DBE Information (Consultant Contracts) (Exhibit 10-02)
- Final Report-Utilization of DBE, First Tier Subcontractors (Exhibit 17-F)

The City of Norwalk has established an Underutilized goal for this Agreement of 4.6%.

9. Federal Lobbying Restrictions, Title 31 U.S.C. Section 1352

Complete and submit Section X, "Non-Lobbying Certification for Federal-aid Contracts (Exhibit 10-P) and Disclosure of Lobbying Activities (Exhibit 10-Q)" with the proposal.

10. Appendices

Information considered by Offeror to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices shall be relevant and brief.

SECTION III

SCOPE OF WORK

SECTION III - SCOPE OF WORK

A. PROJECT DESCRIPTION

Rosecrans Avenue is located in the city of Norwalk in Los Angeles County. It is an east-west primary arterial with two lanes in each direction, on-street parking, raised medians with landscaping, and left-turn lanes at most intersections. The total project length is 3.1 miles and includes 13 signalized intersections, 28 non-signalized intersections, and an active at-grade railroad crossing. The signalized intersections include traditional four-legged configurations, a five-legged "star" intersection, freeway ramps, skewed, and off-set intersections. The non-signalized intersections are controlled by stop signs on the minor approaches to Rosecrans and include two pedestrian marked crossings. The adjacent land use is mixed and includes elementary schools, parks, residential housing, commercial properties, shopping centers, churches, and community facilities.

Current signal coordination along Rosecrans Avenue is timed-based and no longer meets the demand generated by vehicles, pedestrians, and bicyclists. The signal equipment along the corridor may require upgrades to meet current standards. In addition, Rosecrans Avenue has been identified as having a large vehicle incident concentration. Traffic signal improvements and updated signal timing coordination are necessary to modernize the intersections to improve safety and traffic flow.

The proposed project will upgrade signal hardware, install new pedestrian countdown signal heads, install American with Disabilities Act (ADA) of 1990 - compliant curb ramps, and update the signal timing coordination at specific locations along the entire project corridor.

B. SCOPE OF SERVICES

The following scope of services is intended as a guide only, and additional services may be required which may not be listed below, but will need to be completed as part of Caltrans or Federal Highways Administration (FHWA) requirements.

1. Project Administration

The Consultant shall designate a Project Manager to oversee all aspects of the project, including ensuring the scope of services are completed in a timely and professional manner; preparing and implementing a project schedule; design; oversee progress meetings; ensure the project meets all federal, state, and local design requirements; report directly to the City Project Manager; ensure all appropriate communications, correspondence, and reports are completed in a timely manner; arrange and participate in a detailed review of the 65%, 90% and 100% Plans, Specification, and Estimate (PS&E) package; coordinate and ensure all stakeholders complete plan check of all appropriate project documents; and prepare and process all federal paperwork that may be required to advertise and award the project through the Caltrans Local Assistance Engineer.

2. Field Review

The Consultant shall obtain copies of available as-built drawings and other available database/information pertaining to the project. The Consultant shall conduct a field review in accordance with Local Assistance Procedures Manual (LAPM) requirements. The field review of the project site shall identify design constraints, verify as-built information, and observe general site conditions. The consultant shall review the preliminary utility information and prepare and send utility notifications to all utility companies known to operate within the project area to clear utilities for the project. Underground and overhead utilities shall be identified and potential conflicts shall be noted and resolved during final design. The consultant shall prepare a digital master file in AutoCAD format (latest version) depicting location of all known underground and above ground utilities within the project limits.

3. Survey/Right-of-Way Engineering

The Consultant shall conduct survey necessary to prepare maps, plans, exhibits and other documents that may be required to complete the preliminary engineering/design phase of the project. Using the conducted survey or any recent survey that is available, the consultant shall prepare a digital file in AutoCAD format to be used as a base for design. A digital terrain model (DTM) shall be created using the topographic information and supplemented with the cross-sectional survey.

The Consultant shall review and research available right-of-way maps, assessor parcel maps, and easement information within the project limits. Based on this information, a digital file shall be created in AutoCAD format, showing property lines, right-of-way, Assessor Parcel Numbers, owners, and easements within the project limits.

All work shall be completed in the existing right-of-way. If additional right-of-way will be required, the consultant shall determine the extent of right-of-way acquisition and temporary construction easements necessary for each parcel. The consultant shall prepare plats and legal descriptions for right-of-way acquisitions and temporary construction easements.

The City shall be responsible for right-of-way appraisals and acquisition if required for the project. The Consultant shall assist the City by providing right-of-way information, copies of title reports, assessor parcel maps, and other supplementary information that may be required.

4. Engineering Design and Plans Specifications & Estimates (PS&E)

Upon completion of field review and right-of-way identification, the consultant shall proceed with engineering design. The Consultant shall design for the installation of fiber optic interconnect from Studebaker Road to Carmenita Road and ADA-compliant curb ramps at Harvest Avenue, Flallon Avenue, Norwalk Boulevard, Cameo Avenue, and Greenstone Avenue.

The PS&E shall be prepared under the direct supervision of a registered engineer licensed in the State of California. The plans shall be stamped and signed by the responsible engineer. The following plans shall be prepared in AutoCAD digital format in English units at a scale of 1"=20' horizontal unless noted otherwise. The PS&E shall be in conformance with the

corresponding latest editions of Standard Specifications for Public Works Construction (Greenbook); American Public Works Association (APWA) Standard Plans for Public Works Construction; and Caltrans Standard Specifications and Standard Plans; and applicable design standards.

The following is, at a minimum, a listing of drawings, data and calculations that shall be included as part of the PS&E construction contract:

- a) Title sheet and location map
- b) Plans and profiles
- c) Contour grading
- d) Traffic control plans
- e) Right-of-way requirements, if any
- f) Construction details and notes
- g) Drainage layout, profiles, and details
- h) Utility locations/relocations

a. Utilities

The consultant shall work closely with utility companies and municipalities to resolve conflicts with the proposed improvements. Utilities that are to be relocated/adjusted by agencies other than the City shall be notified in writing.

b. Traffic Control

The Consultant shall develop a traffic control plan for construction, if applicable.

c. Construction Documents

Preliminary PS&E - 65% stage. Preliminary PS&E shall be prepared in conformance with the approved design development plan. These documents shall include all roadway and structural plans in the required format and shall be submitted to the City for review and comments.

Preliminary PS&E - 90% stage. Following incorporation of City comments and approval of the 65% PS&E, the construction PS&E shall be completed in detail and submitted to the City for review and approval.

Final PS&E - 100% stage. Following incorporation of City comments and approval of the 90% PS&E, submit final (100% PS&E) for final approval. The Consultant shall make sure that the final PS&E package includes all mitigation measures as may be required by the approved environmental documents and regulatory permits.

Prepare technical specifications regarding all aspects pertaining to the construction of all items depicted in the construction documents.

The Consultant shall determine construction quantities and prepare a project cost estimate. The cost estimate shall be prepared electronically in a spreadsheet format using Microsoft Excel (latest version). The quantities and cost estimate shall be updated with each submittal.

d. Signal Systems Improvements

The Consultant shall procure new controllers, pedestrian signal heads, and traffic signal heads for installation and provide updated signal timing coordination for the project corridor. All purchase equipment shall be released to the City and stored at a location designated by the City. The City shall have the selected Contractor in the next phase install the procured equipment.

- a) The Consultant shall provide new traffic controllers at two (2) intersections.
- b) The Consultant shall provide pedestrian signal heads at four (4) intersections (Harvest Avenue, Flallon Avenue, Norwalk Boulevard, and Greenstone Avenue).
- c) The Consultant shall provide new traffic signals at one (1) offset intersection (Flallon Avenue).
- d) The Consultant shall develop and update the existing signal timing coordination plan along the project corridor using the latest editions of the California MUTCD, Highway Design Manual, and other applicable standards. Simulation runs shall be performed to mimic in-field operation. The optimized timing plan shall be approved by the City prior to implementation in the field. Once implemented, the Consultant shall fine-tune the plan based on in-field observations.

b. Construction Support Services (Optional Task)

The Consultant shall provide support services during bidding and construction phases of the project. These services may include:

- a) Attending a Pre-Bid Meeting
- b) Responding to bidders' questions
- c) Preparing addenda as necessary
- d) Reviewing and evaluating bids
- e) Attending Pre-construction meeting
- f) Reviewing shop drawings and submittals
- g) Responding to contractor's requests for information (RFI's)
- h) Providing structural verification/inspections during construction
- i) Preparing as-built drawings

SECTION IV
PROJECT SCHEDULE

SECTION IV - PROJECT SCHEDULE

The following proposed project schedule is provided for reference only:

Send out RFP for design	January 8, 2015
Deadline for Written Questions	January 22, 2015
Written Response from City (if necessary)	January 28, 2015
Proposals due	February 5, 2015
Final Environmental Documentation	February 2015 (anticipated)
Obtain Authorization to Proceed with Design	February 2015 (anticipated)
Start Design	April 2015
Complete 100% PS&E	June 2015
Obtain Authorization to Proceed with Construction	September 2015
Start Construction	October 2015
Project Completion	September 2016
Project Closeout	January 2017

SECTION V

EVALUATION AND AWARD

SECTION V - EVALUATION AND AWARD

A. EVALUATION CRITERIA:

The City of Norwalk will review and evaluate the proposals based on the following criteria:

1. Qualifications of the Firm

Technical experience in performing work of a similar nature; experience working with public agencies; strength and stability of the firm; and assessment by client references.

2. Proposed Team and Organization

Qualifications of proposed Civil Engineer and key personnel; logic of organization; and adequacy of labor commitment and resources to satisfactorily perform the requested services and meet the City's needs.

3. Detailed Work Plan

Thorough understanding of the City's requirements and objectives; logic, clarity, specificity, and overall quality of work plan.

4. Fee Proposal

Reasonableness of pricing and competitiveness of the amount compared with other proposals.

B. EVALUATION PROCEDURE:

An Evaluation Committee will be appointed to review all proposals. The Committee will be comprised of City staff and may include outside personnel. The Committee members will review and evaluate the proposals. The Committee will recommend to the Director of Public Services the firm whose proposal is most advantageous to the City of Norwalk. The Director of Public Services will then forward his recommendation to the City Council for final action.

C. AWARD

The City of Norwalk may negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offereors simultaneously. However, since the selection and award may be made without discussion with any Offeror, the proposal submitted should contain Offeror's most favorable terms and conditions.

D. NOTIFICATION OF AWARD:

Offerrors who submit a proposal in response to this RFP shall be notified by mail regarding the firm who was awarded the contract. Such notification shall be made within seven (7) days of the date of contract award.

SECTION VI
PROPOSED AGREEMENT

PROPOSED AGREEMENT

**AGREEMENT FOR
PROFESSIONAL SERVICES**
(City of Norwalk)

THIS AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the City of Norwalk, a municipal corporation ("City") and _____, ("Consultant").

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide final design services for the Traffic Signal Improvements along Rosecrans Avenue Project.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services subject to the terms contained herein and all applicable.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant's Services.

1.1 Scope of Services. Consultant shall provide City final design and related services, and shall perform the specific services more particularly described in Exhibit E, attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, the City Representative shall be the Director of Public Services or such other person designated in writing by the Director (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be _____(the "Consultant Representative").

1.4 Time of Performance. Consultant shall commence the services contemplated under this Agreement immediately upon receipt of a request for such services from the City Representative and shall perform and complete each task listed during and by the times indicated in Exhibit E.

2. Term of Agreement. The term of this Agreement shall be from _____ through _____ -, unless sooner terminated as provided in Section 13 herein.

3. Compensation. Subject to the maximum sums hereafter provided, City shall pay Consultant an hourly fee based on the hourly rate schedule set forth in Exhibit E. The maximum amount of compensation which Consultant shall be entitled to receive pursuant to this Agreement is for the term set forth in Section 2 or any extension thereof. City shall not withhold applicable federal or state payroll and other required taxes, or other authorized deductions from each payment made to the Consultant. No claims for additional services performed by Consultant will be allowed unless such additional work is authorized by the City Council in writing prior to the performance of such services or the incurrence of such expenses. Any additional services authorized by the City Council shall be compensated at the hourly rates set forth in the hourly rate schedule included in Exhibit E.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, Consultant shall submit to City invoices for all services performed and the expenses incurred pursuant to this Agreement during the preceding month. The invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked, the hourly rates charged, milestone achievements, and the services performed for each day in the period. City shall review such invoices and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.2 Payment. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

4.3 Audit of Records. Upon City providing 24-hour prior notice, Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available to City for review and audit by the City. City may conduct such review and audit at any time during Consultant's regular working hours.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such reuse.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its

officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant to any person or entity without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Consultant agrees to indemnify, defend and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit A and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this Section 10 shall survive the termination of this Agreement.

11. Insurance.

11.1. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by City, (1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees,

agents, and independent contractors in performance of services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of \$1,000,000; (3) professional liability (errors and omissions) insurance, with minimum combined single limits coverage of \$1,000,000, on a form approved by the City Attorney; and (4) workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of Consultant's work under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice by insurer to CITY. The endorsement requirements set forth in this subsection shall not apply to the professional liability policy required by this Section 11.

11.3 All insurance coverages shall be confirmed by execution of endorsements on the forms attached hereto and incorporated herein as Exhibits B, C and D. Consultant is required to file the completed policy endorsements with City on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City. The completed endorsements are subject to the approval of City. If for any reason it shall not be possible to obtain endorsements on City's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City's forms unless otherwise agreed to in writing by the City Manager.

12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

13. Termination. Either party may terminate this Agreement for any reason without penalty or obligation on thirty (30) calendar days written notice to the other party. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses:

If to City: City Clerk
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

With a copy to:
Director of Public Services
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

If to Consultant: _____

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

[Signatures begin on next page]

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY

CITY OF NORWALK

By: _____
Michael J. Egan, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/ Agreement/License/Permit No. or description: _____

Indemnitor(s) (*list all names*):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, defend, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or

operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name_____

Name_____

By:_____

By:_____

Its

Its

**ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| <input type="checkbox"/> General Liability Endorsement | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES

POLICY PERIOD FROM/TO

LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$_____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

- Following Form
- Umbrella Liability
- _____

11 . Applicable underlying coverages:

INSURANCE COMP ANY

POLICY NO.

AMOUNT

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

EXHIBIT E

SCOPE AND LEVEL OF SERVICES

SECTION VII

CONFLICT OF INTEREST DISCLAIMER

CONFLICT OF INTEREST DISCLAIMER

The undersigned, _____, declares that
(Print or Type Name)

_____ does have/does not have (cross one out)
(Name of Firm)

interest, ownership or receives or anticipates receiving remuneration of any type from the manufacturer(s), supplier(s), or distributor(s) which may be recommended on the project, as listed below.

<u>Firm</u>	<u>Product</u>	<u>Remuneration</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of President, Secretary, Partner,
Owner or Representative

Date

SECTION VIII

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS
AND CERTIFICATION OF ABILITY TO
PROVIDE COVERAGES SPECIFIED

I, _____, the _____
(President; Secretary; Owner or Representative)

of _____, certify that the
(Company Name or Corporation, or Owner)

Insurance Requirements set forth in Article IV of the Proposed Agreement have been read and understood that our insurance company(ies) _____

(Name(s) of insurance company(ies))

is/are able to provide the coverages specified.

Signature of President, Secretary, Partner,
Owner or Representative

Date

SECTION IX

**DISADVANTAGED BUSINESS ENTERPRISE
(DBE) REQUIREMENTS**

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

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

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or

Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

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

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

1. Subconsultants

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

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

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

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

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two.)
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- D. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

5. DBE Records

- A. The Consultant 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 prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

6. DBE Certification and Decertification Status

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Consultant Name: _____			
5. Contract DBE Goal %: _____			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section			10. Total % Claimed
16. Local Agency Contract Number: _____			_____ %
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			11. Preparer's Signature _____
19. Local Agency Representative Name (Print) _____			12. Preparer's Name (Print) _____
20. Local Agency Representative Signature _____		21. Date _____	
22. Local Agency Representative Title _____		23. (Area Code) Tel. No. _____	
			13. Preparer's Title _____
		14. Date _____ 15. (Area Code) Tel. No. _____	

Distribution: (1) Original – Consultant submits to local agency with proposal
(2) Copy – Local Agency files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

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

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

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

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

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT							
\$			TOTAL	\$	\$		

DBE

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

Copy Distribution-Caltrans contracts: **Original** - District Construction **Copy**- Business Enterprise Program **Copy**- Contractor **Copy** Resident Engineer

Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure) **Copy**- District Local Assistance Engineer **Copy**- Local Agency file

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

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

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

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

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

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

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

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

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

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

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

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

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

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

SECTION X

**NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS
AND
DISCLOSURE OF LOBBYING ACTIVITIES**

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="right">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>11. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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