



**REQUEST FOR QUALIFICATIONS**

**FOR**

**MANNING AVENUE IMPROVEMENTS PHASE 1 DESIGN SERVICES**

PROPOSAL NUMBER, 5216(050)

PROPOSAL SUBMISSION DEADLINE: December 1, 2017 (Prior to 4:00 p.m.)

PROPOSAL CONTACT:

**Kelly S. Riddle**

**Project Delivery Professionals**

**Phone: (559) 908-3057**

**E-Mail: [kriddle@pdpcm.com](mailto:kriddle@pdpcm.com)**

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## NOTICE INVITING QUALIFICATIONS

Sealed qualifications will be received at 1733 9<sup>th</sup> Street, Reedley, California 93654, all in accordance with the Proposal Specifications:

### REQUEST FOR QUALIFICATIONS FOR MANNING AVENUE IMPROVMENTS PHASE 1 DESIGN SERVICES REQUEST FOR QUALIFICATIONS (RFQ) NO. 5216(050)

The City of Reedley (City) is seeking qualifications from Proposers to provide design/engineering services for the preparation and delivery of plans, specifications and estimates (PS&E) for the Manning Avenue Improvements Phase 1 from approximately I Street to Frankwood Avenue. Qualifications will be used to select the Consultant for this Project. Interviews may also be performed to help select the most qualified consultant.

The consultant scope of services includes reconstruction that may consist of grind and overlay and/or full-depth reconstruction, traffic signal loop detector upgrades or retrofit, updating the existing signage and striping including bike lanes, lighting upgrades, sidewalks on the north side of Manning Avenue, ADA ramps installation and upgrades if necessary, water/wastewater system upgrades or replacement, and coordination to determine utility conflicts/relocations. For full scope of services, see Division IV, pages 80 - 82.

.....QUALIFICATIONS MAY BE SUBMITTED BY HARDCOPY ONLY. NO FAX QUALIFICATIONS WILL BE ACCEPTED.....

Qualifications are to be submitted at 1733 9<sup>th</sup> Street, Reedley, California 93654 prior to the opening at 4 p.m. on **December 1, 2017** at which time they will be opened and reviewed. Proposers and Sub-consultants must meet any and all requirements of Labor Code sections 1771.1 and 1771.5 prior to submitting qualifications.

All qualifications must be made on the Proposal Forms provided in this Request for Qualifications

The City of Reedley hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against about the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era or on any other basis prohibited by law.

A **pre-proposal** conference will be held at 1:30 P.M., on **November 21, 2017** at 1733 9<sup>th</sup> Street, Reedley, California 93654. Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Proposal Specifications. There will also be a project tour.

The meeting room is physically accessible. Services of an interpreter and additional accommodations such as assistive listening devices can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact **Salina Gonzalez at 559-637-4200, ext. 295.**

The City of Reedley reserves the right to reject any and all qualifications.

## **INSTRUCTIONS TO PROPOSERS**

QUALIFICATIONS WILL BE CONSIDERED FOR AWARD ONLY IF THE PROPOSER HAS COMPLIED WITH THE FOLLOWING

Qualifications shall be submitted (1 *original* and 6 copies, *clearly* marked) on the forms furnished by the Proposal Contact, with all documents listed on the Proposer's Checklist, completely filled out, properly signed by the Proposer and delivered, under sealed cover, plainly marked:

### **REQUEST FOR QUALIFICATIONS FOR MANNING AVENUE IMPROVEMENTS PHASE 1 DESIGN SERVICES**

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 5216(050)  
ATTENTION: JOHN S. ROBERTSON, P.E.**

to 1733 9<sup>th</sup> Street, Reedley, California 936654, prior to the date and time specified in the Notice Inviting Qualifications, when all qualifications will be opened and reviewed. Qualifications received at 4:00 p.m. or after will not be accepted. The time stamp at the deliver counter will be the official clock for documenting the time of filing.

### **PREVAILING WAGE**

The work hereunder constitutes a "public work" as defined in Chapter 1, Part 7, Division 2 of the California Labor Code, and Design/Engineering firm shall cause the work to be performed as a "public work" in accordance with such Chapter of the California Labor Code.

### **FEDERAL IMMIGRATION REFORM AND CONTROL ACT**

As a material part of any Contract for a City of Reedley project, every Design/Engineering Firm who has employees who will work on a City of Reedley project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Design/Engineering Firm will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Reedley project.

### **VERIFICATION OF WORK**

Before submitting a Proposal, Proposers should inspect the Work site to verify the Work and the conditions under which the Design will be performed. The submittal of a Proposal shall be considered prima facie evidence that the Proposer has reviewed the Proposal Specifications, job site and conditions; is fully aware of the required Work and Work conditions and has included within the Proposal the appropriate amounts covering the cost of execution of the Design in accordance with such Proposal Specifications, job site and conditions.

## **SUBMITTAL OF PROPOSAL**

Each Proposer shall carefully examine each and every term of this Request for Qualifications; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Qualifications.

The Proposer shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.

Proposers will submit one (1) original and six (6) copies of their qualifications, marked on the outside "**RFQ No. 5216(050) MANNING AVENUE PHASE 1 IMPROVEMENTS DESIGN SERVICES**" and will include the name of the Proposer and the date and time of proposal submittal deadline. Each proposal must contain the sections as detailed on the **Proposer's Checklist** identified on page 12.

This solicitation for qualifications does not commit the City of Reedley to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Reedley reserves the right to accept or reject any qualifications, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Qualifications. It may accept the proposal that it considers to be in the interest of the City of Reedley, with or without negotiation.

The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for qualifications if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

## **PUBLIC RECORDS**

All records, documents, drawings, plans, specifications and other material relating to the Project, including materials submitted by Proposer in its Proposal and during the course of performing under the Contract shall become the exclusive property of City and shall be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code sections 6250 et. Seq.). City's use and disclosure of its records are governed by this Act.

City will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY" as determined by the Proposer. City will endeavor to notify Proposer of any request of the disclosure of such materials.

Under no circumstances, however, will City be liable or responsible for the disclosure of any such labeled materials whether the disclosure is required by law or a court order or occurs through inadvertence, mistakes or negligence on the part of City, its officials, officers, employees, agents, contractors or volunteers.

In the event of litigation concerning the disclosure of any material submitted by Proposer, City's sole involvement will be as a stake holder, retaining the material until otherwise ordered by a court.

Proposer, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the materials, and shall indemnify and hold City harmless from all costs and expenses including attorneys' fees, in connection with such action.

## **SUBCONSULTANTS**

Proposer shall include with the Proposal the identity of each type of SUBCONSULTANT that will render such trade design services to the Proposer on or about the construction of the Work or improvement. Proposer shall identify trades deemed essential in the design considerations of the Project.

## **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the time and place listed in the Notice Inviting Proposal. The pre-proposal conference is **not** a mandatory meeting. Prospective Proposers are strongly encouraged to attend.

## **QUESTIONS, CLARIFICATIONS AND CONCERNS**

The criteria describing this project have been carefully prepared. Any questions or concerns relating to these requirements shall be directed in writing to the Designated PROPOSAL CONTACT (see cover page) and shall be sent by email to [kriddle@pdpcm.com](mailto:kriddle@pdpcm.com). A Proposal Question form for this purpose has been included as page 10.

Questions will be accepted only up to five (5) working days prior to the proposal opening date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the Designated Proposal Contact, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Proposal Contact, Kelly Riddle, or designee.

## **CONTACTS WITH CITY STAFF**

Before an award is made, any contact with City staff, other than the Proposal Contact, Kelly Riddle or designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

## **EXCEPTIONS**

Any exceptions taken at the time of or after proposal submittal may render the proposal nonresponsive. Attachments by Proposers which include legal terms and conditions that conflict with the GENERAL CONDITIONS may be considered an exception, and Proposer may, therefore, be considered nonresponsive.

## **ERRORS AND OMISSIONS**

Errors and omissions by the Proposer will be dealt with in accordance with the California Public Contract Code including, but not limited to §§4107.5 and 5103.

## **DOCUMENTS REQUIRED AFTER AWARD**

Upon City's award of a consultant contract, the successful Proposer will be required to execute and return a Contract furnished by the City, along with all certificates of insurance within ten (10) calendar days from the date of Notice of Award issued by the City. Should the successful Proposer fail or refuse to execute the Contract, the City reserves the right to accept the proposal of the Proposer offering the next best value to the City.

In addition, the Fair Employment Practices Compliance Report and the following are to be filed after award by the successful Proposer:

## **NOTIFICATION OF STAFF DETERMINATION**

Once the City has reviewed and evaluated the qualifications received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website [www.Reedley.ca.gov](http://www.Reedley.ca.gov). The website will generally be updated by Monday of each week, no later than 5 p.m. It is the sole responsibility of interested Proposers to seek this information.

For those Proposers that have concerns or rebuttal of any determination of non-responsiveness or non-responsibility about the Staff Determination, they will be given an opportunity to submit, in writing, within 5 business days to the Proposal Contact any concerns with the RFQ process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within five days. If no action is taken within such five days, then there shall be no change in Staff Determination. The exercise of Proposer of its

right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

## **OUTREACH TO SMALL BUSINESS AND DISADVANTAGE BUSINESS ENTERPRISES IN SUBCONTRACTING**

The City of Reedley hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, and procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises and/or disadvantage business enterprises that are potential SUBCONSULTANTS, suppliers, or contractors, and actively solicit their interest, capability and prices.

## **SELECTION PROCESS AND EVALUATION CRITERIA**

### Proposal Evaluation

The Selection Committee will review and evaluate all qualifications after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written qualifications. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose qualifications include a significant failure to comply with these Specifications will be dropped from the evaluation process.

Proposals will be reviewed and scored based on the criteria below and a "Short List" (if necessary) will be developed. The "Short List" firms will be given the opportunity to make a presentation to City staff and expand upon the firms written Proposal prior to final selection of Consultant. Presentations should include, at a minimum, introduction of staff, understanding of the project and the needs of the community, the approach the firm will use in completing the studies, design for this project and programming services, and expected timeline for completion of the design and anticipated completion of construction. In addition, the firm may want to discuss critical issues identified by the firm that have the potential to impact the schedule for the design or construction of this project.

### Experience (40%)

- Years of experience of firm and/or its principals as design professionals.
- Broad character and scope of past projects.
- Experience of proposed study team members in studies of similar magnitude, design requirements and complexity within past five years.
- Prior experience with Federally-funded construction projects.
- If experience is lacking, explanation by consultant as to why it should be selected over others with more experience.

### Design (40%)

- Originality, creativity, and soundness of approach to problem solving and analysis of design requirements. Includes anticipated design/construction schedule.
- Demonstrated management and organizational ability as relates to time management, scheduling, City staff/client relationships, etc., and the ability to meet deadlines.
- Ability to execute complete, clear, and concise reports and/or construction drawings and produce a quality work product.
- Ability to prepare bid documents and construction specifications appropriate to the size and complexity of the project.



#### Construction (10%)

- Reliability of previous cost estimates as compared to actual contract bidding.
- Contractor relations, onsite construction review and administration of construction contract.
- Problems involving start-up, operations, as-built drawings and maintenance procedures.
- Knowledge of local construction experience, labor market and contractor capability.

#### General (10%)

- Size of firm and available staff appropriate in relation to project size.
- Location of firm in relation to City of Reedley.
- General comprehension of the project assignment and responsiveness to special project requirements.
- Demonstrated understanding of community social relationships such as citizen and environmental concerns, energy conservation, ecological and economic considerations.
- Firm reputation as relates to principles, credibility, and attitude.

**PROPOSAL QUESTION FORM**

TELEPHONE # (559) 908-3057

EMAIL: kriddle@pdpcm.com

<p><b>PROPOSAL QUESTIONS FOR: REQUEST FOR QUALIFICATIONS NO. 5216(050) FOR MANNING AVENUE IMPROVEMENTS PHASE 1 DESIGN SERVICES</b></p> <p>ATTENTION: Kelly S. Riddle, Project Manager and Proposal Contact</p>	<p>(FOR City OF REEDLEY USE ONLY) QUESTION No: _____ DATE: _____ REVIEWED BY: _____ RESPONSIBLE FOR RESPONSE: [ ] City [ ] CONSULTANT</p>
<p>FROM: _____ COMPANY: _____ CONTACT PERSON: _____</p>	<p>DATE: _____ PHONE No: _____ FAX No: _____</p>
<p>QUESTION _____ _____ _____ _____ _____ _____ _____ _____ _____</p>	
<p>ANSWER: _____ _____ _____ _____ _____</p>	
<p>RESPONSE BY: _____ DATE: _____ INCLUDED IN ADDENDUM NO. _____ DATE: _____</p>	

One question per page - Duplicate this form as necessary

**DIVISION I - PROPOSAL AND CONTRACT DOCUMENTS**

Proposer's Name: \_\_\_\_\_

## PROPOSER'S CHECKLIST

Qualifications shall be submitted bound or in a three-ring binder, one (1) original marked "original" and six (6) copies marked "copies" of the Proposal. The package must be marked on the outside:

**"RFQ No. 5216(050), MANNING AVENUE IMPROVEMENTS PHASE 1 DESIGN SERVICES."**

**COVER LETTER**, including company name, address, contact name, phone number and fax number.

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**FEE SCHEDULE** (pgs. 15 – 17)

**PROPOSAL OUTLINE** (pgs. 18 & 19)

**PROPOSER QUALIFICATION QUESTIONNAIRE** (pgs. 20 – 23) (Complete attached forms)

**CITY FORMS** (complete/return attached forms)

1. TIME OF COMPLETION (pg. 24)
2. ADDENDA (pg. 24) and TIME TO AWARD (pg. 25)
3. STATEMENT OF ACCEPTANCE OF THE AGREEMENT REQUIREMENTS (pg. 26)
4. CERTIFICATION (Comptroller General's List) (pg. 27)
5. DEBARMENT AND SUSPENSION CERTIFICATION (pg. 28)
6. EQUAL EMPLOYEMENT OPPORTUNITY CERTIFICATION (pg. 29)
7. NONLOBBYING CERTIFICATION (pg. 30)
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9. SAMPLE CERTIFICATION (pg. 35)
10. SUBCONSULTANT INFORMATION DETAIL (pgs. 36 & 37)
11. CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYEMENT OPPORTUNITY (pg. 43)

**SIGNATURE PAGES** (pgs. 32 & 33) including (for corporations)

Notary acknowledgment in corporate form, certification by secretary and board resolution or other document to authorize individual who signs proposal.

Signature page of all **ADDENDA** issued, Addendum No. \_\_\_\_\_ to \_\_\_\_\_ (Enter numbers, if applicable).

**PRE-BID CONFERENCE** - A company representative attended the pre-bid conference held on **November 1, 2017**.

**Submit within three working days from the date of the bid opening:**

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT FORM**, page 72. This form is to be submitted within three working days from the date of the RFQ opening.

**STEP DEMONSTRATION INFORMATION FORM**, pages 40 through 42. This information shall be submitted within three working days from the date of the RFQ opening.

Submitted by:

Name of Company \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

**LICENSE INFORMATION**

**ENGINEERS'S LICENSE**

The undersigned Proposer holds a Civil Engineering license with the State of California. The License Number is \_\_\_\_\_ and was issued on \_\_\_\_\_.

Expiration date: \_\_\_\_\_.

**BUSINESS LICENSE**

( ) The undersigned proposer has a current City of Reedley Business License Number \_\_\_\_\_.

If the successful proposer does not have a City of Reedley Business license, it shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this contract.

Proposer's Name: \_\_\_\_\_

**MANNING AVENUE IMPROVEMENTS PHASE 1 DESIGN SERVICES**

**PROPOSAL FILE NO. 5216(050)**

TO THE PROPOSAL CONTACT, CITY OF REEDLEY

**FEE SCHEDULE**

**ACTUAL COST-PLUS-FIXED FEE**

Note: Mark-ups are Not Allowed

Consultant \_\_\_\_\_ Contract No. \_\_\_\_\_ Date \_\_\_\_\_

**DIRECT LABOR**

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

(Add additional lines as needed)

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ TBD

b) Anticipated Salary Increases (see page 2 for sample) \$ \_\_\_\_\_

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ TBD

**FRINGE BENEFITS**

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

**INDIRECT COSTS**

f) Overhead (Rate: \_\_\_\_\_%) g) Overhead [(c) x (f)] \$ \_\_\_\_\_

h) General and Administrative (Rate: \_\_\_\_\_%) i) Gen & Admin [(c) x (h)] \$ \_\_\_\_\_

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ \_\_\_\_\_

**FEE (Profit)**

q) (Rate: \_\_\_\_\_%) k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q) \$ \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

**OTHER DIRECT COSTS (ODC)**

<b>Description</b>	<b>Unit(s)</b>	<b>Unit Cost</b>	<b>Total</b>
l) Travel/Mileage Costs (supported by consultant actual costs)	<u>TBD</u>	\$ _____	\$ _____
m) Equipment Rental and Supplies (itemize)	<u>TBD</u>	\$ _____	\$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	<u>TBD</u>	\$ _____	\$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>TBD</u>	\$ _____	\$ _____
p) <b>TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]</b>			<b>\$ _____</b>
<b>TOTAL COST [(c) + (j) + (k) + (p)]</b>			<b>\$ _____</b>

NOTES:

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



Proposer's Name: \_\_\_\_\_

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

Consultant \_\_\_\_\_

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

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	<b>5 Year Contract Duration</b> Year 1 Avg Hourly Rate
_____	_____			

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	_____	+	0.00%	=	_____	_____
Year 2	_____	+	0.00%	=	_____	_____
Year 3	_____	+	0.00%	=	_____	_____
Year 4	_____	+	0.00%	=	_____	_____

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	0.0%	*	_____	=	0	_____
Year 2	0.0%	*	_____	=	0	_____
Year 3	0.0%	*	_____	=	0	_____
Year 4	0.0%	*	_____	=	0	_____
Year 5	0.0%	*	_____	=	0	_____
Total	0%		_____	=		

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)	=	Cost per Year	
Year 1	_____	*	0	=	\$ 0.00	_____
Year 2	_____	*	0	=	\$ 0.00	_____
Year 3	_____	*	0	=	\$ 0.00	_____
Year 4	_____	*	0	=	\$ 0.00	_____
Year 5	_____	*	0	=	\$ 0.00	_____
Total Direct Labor Cost with Escalation				=	\$ 0.00	
Direct Labor Subtotal before Escalation				=		
Estimated total of Direct Labor Salary Increase				=	0.00	Transfer to Page 1

**NOTES:**

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

Proposer's Name: \_\_\_\_\_

## **PROPOSAL REQUIREMENTS AND CONTENTS**

Qualifications submitted for this Project shall follow the outline described below and must address all requested information. Any additional information that the Proposer wishes to include that is not specifically requested should be included in an appendix to the Proposal. **Proposers are encouraged to keep their Proposal brief and to the point, but sufficiently detailed to allow evaluation of the Project approach. Proposers shall submit one (1) original and six (6) copies marked of their Proposal and may or may not be considered during evaluation, at the City's discretion.**

### **PROPOSAL OUTLINE (Provide Complete Information)**

#### **Section 1 - Project Understanding and Special Project Considerations (5 page maximum)**

Provide a narrative description of the project based on your proposed scope of work and information gathered about the project. Include any issues that the Proposer believes will require special consideration for this project. Also identify any unique approaches or strengths that your Proposer may have related to this Project. The City's staff will assess your understanding of all aspects of the Project.

#### **Section 2 - Proposer (4 page maximum)**

Identify all key members' roles, availability, qualifications and responsibility for the Project. Resumes for all key members shall be provided within an appendix. All SUBCONSULTANTS will be identified along with tasks assigned to them.

1. Identify years of experience in design of similar facilities.
2. Has any member of the Proposer failed to remain on a project through completion of the design during the past five years? If so, please explain.
3. Provide name of organizations or companies with whom the Proposer has associated in design projects during the past five years.
4. Identify by name the Project/Design Manager
5. Provide the license number, and expiration date for the Design Engineer's California registration.

#### **Section 3 - Detailed Scope of Work (10-page maximum)**

The City of Reedley (City) is seeking qualifications from Proposers to provide design/engineering services for the preparation and delivery of plans, specifications and estimates (PS&E) for the Manning Avenue Phase 1 Improvements from approximately I Street to Frankwood Avenue.

The consultant scope of services includes reconstruction that may consist of grind and overlay and/or full-depth reconstruction, traffic signal loop detector upgrades or retrofit, updating the existing signage and striping including bike lanes, lighting upgrades, sidewalks on the north side of Manning Avenue, ADA ramps installation and upgrades if necessary, water/wastewater system upgrades or replacement, and coordination to determine utility conflicts/relocations.

Qualifications will be used to select the Proposer for this Project. Project background and requirements are included within this Request for Qualifications. The available information, scope of work, proposal requirements, and schedule are presented below.

Refer to Division IV, page 80, for a complete Scope of Services. The Design Engineering Consultant shall submit drawings and specifications required to perform the scope of work and obtain all required permits.

Provide a detailed description of the tasks and duties required to implement this scope of work. The scope of work shall include all necessary equipment, materials, and labor to conduct the work as well as a listing of all assumptions made (by work task) including anticipated level of work assistance to be provided by the City. Identify any steps required that have not been specifically identified in the Project Technical Requirements outlined in the RFQ. This detailed scope of work shall include all tasks necessary to plan, design, construct, Phase 1 of the Manning Avenue Improvement Project.

Design alternatives shall include a design narrative describing how the approach will satisfy the Project criteria, specifically addressing the functionality, flexibility, maintainability and operations features of the proposed design.

#### **Section 4 - Project Schedule (4-page maximum)**

Provide a Project schedule showing all key Project milestones and include a list of all assumptions used in developing the schedule for the services presented in Division IV and other potentially driving factors including but not limited to the following:

1. Contract Award and Issuance of Notice to Proceed
2. Job Start Meeting
3. Basis for Design Document
4. Preliminary Design
5. Right of Way Acquisition
6. Design Development
  - a. 30% Submittal
  - b. 60% Submittal
  - c. 90% Submittal
7. Preparation of Applications and Submittals (include in the construction schedule a 10-day review period following each submittal for the City to review all project-related applications and submittals)
8. 100% Design Submittal and Review
9. Bid Phase
10. Construction Duration (estimated)
11. Commissioning
12. Closeout

Proposer's Name: \_\_\_\_\_

**PROPOSER QUALIFICATION QUESTIONNAIRE**

**MANNING AVENUE IMPROVEMENTS PHASE 1 DESIGN SERVICES**

**PROPOSAL FILE NO. 5216(050)**

TO: THE PROPOSAL CONTACT OF THE CITY OF REEDLEY

The undersigned Proposer submits the following information in accordance with the requirements of this RFQ: (Use additional sheets as needed.)

The Undersigned declares under penalty of perjury under the laws of the State of California that all of the information submitted with this form is true and correct and that this Declaration was executed by persons having express authority to provide qualification information on behalf of the Proposer.

The City will execute a Contract with the undersigned primary Proposer member who shall have full authority to represent the Proposer.

**PROPOSER / Design/Engineering Firm:  
[CONSULTANT NAME]**

For partnership, only: List all General Partners

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposer's Name: \_\_\_\_\_

References contained in this statement are an intricate part of the Proposer's qualifications. References must be accurate and complete. Proposer authorizes the City to verify any and all information contained in the Qualification Statement from references contained therein and hereby releases all those providing information as a reference from any liability in connection with any information they give.

Qualification Criteria

General: Proposer's information is to be clearly stated and complete. Typewritten or legible black ink handwritten entries are acceptable. If the City finds any discrepancies in the information shown on the Qualification Statement or failure to provide necessary information, Proposer may be ruled nonresponsive. Overall impression of Proposer's questionnaire is important.

1. Other or former business name under which the Proposer has operated (please list all names.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Associated Addresses: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Is your firm operating as a franchisee? Yes \_\_\_\_\_ or No \_\_\_\_\_

If yes, list the franchiser, and number of years your business has been franchised:

\_\_\_\_\_  
\_\_\_\_\_

3. How many years has your business been established? \_\_\_\_\_

4. How many years has your business been under your present name? \_\_\_\_\_

5. How many years under former names? (List name and number of years)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. How many years has your business been providing services? \_\_\_\_\_

7. What other types of services does your business provide? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposer's Name: \_\_\_\_\_

8. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals and their addresses):

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9. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes \_\_\_\_\_ or No \_\_\_\_\_  
If so, list the date, client, and reason for termination below:

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10. Does the proposer currently possess sufficient funding to complete the Project? Yes \_\_\_\_\_ or No \_\_\_\_\_  
If "Yes", describe the funding source and if "No", describe how you will obtain funding?

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11. Provide the approximate dollar value of the three (3) largest disputes during the past five (5) years. Provide a list of all current and past projects within the last (5) years where liquidated damages and/or payments were withheld and provide details.

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12. Outline your support services including establishing direct lines of communication between City technical staff and the Proposer and SUBCONSULTANTS.

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13. Additional Information

- 13.1. How many years of experience in design of the proposed project does Proposer's design firm have?

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Proposer's Name: \_\_\_\_\_

13.2. Has any member of the Proposer's Firm been assessed any penalties for noncompliance violations of the Federal or State labor laws and/or regulations within the past five (5) years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, give details, including dates:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13.3. Does any member of the Proposer's Firm have any ongoing investigations by any agency regarding violations of the State Labor Code, Business and Professions Code, or State licensing laws?

\_\_\_\_\_

13.4. Has any member of the Proposer's Firm been cited for violations of OSHA Standards and Requirements within the past five (5) years?

\_\_\_\_\_

13.5. Please explain all questions answered "yes" in questions 13.2 through 13.4 above on a separate sheet of paper and include in an appendix along with this document.

13.6. Design Engineer: A member of the Proposer's design firm shall be licensed by the State of California Board of Registration for Professional Engineers and Land Surveyors (Board) as a Registered Professional Engineer. Submit the following information:

13.6.1. Name of license holder, exactly as on file with the Board:

\_\_\_\_\_

13.6.2. Certificate Numbers:

\_\_\_\_\_

13.6.3. Expiration Dates:

\_\_\_\_\_

Proposer's Name: \_\_\_\_\_

**TIME OF COMPLETION**

(Proposer to complete the following:)

Timely completion of the Manning Avenue Improvements Phase 1 project is important to the City of Reedley – the project schedule is dictated by the funding sources – and, therefore, timely completion of the design will be considered by the City when evaluating qualifications for the best value in meeting the interest of the City and the objectives of the Project.

The Proposer shall indicate here below the number of working days (up to 200 working days) within which the design, specifications and bid documents shall be completed:

\_\_\_\_\_ working days.

(If the Proposer does not indicate the time of completion above, it will be assumed to be two hundred working days.)

This contract shall go into effect on December 18, 2017, contingent upon approval by CITY OF REEDLEY'S CITY COUNCIL, and CONSULTANT shall commence work after notification to proceed by CITY OF REEDLEY'S Project Manager. The contract shall end on September 26, 2018, unless extended by contract amendment.

CONSULTANT is advised that any recommendation for contract award is not binding on the CITY OF REEDLEY until the contract is fully executed and approved by the CITY OF REEDLEY.

ADDENDA

The City makes a concentrated effort to ensure any addenda issued relating to these Proposal Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Proposal Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

PRECEDENCE OF PROPOSAL PRICES

In the event of discrepancies between the cost proposal total, summaries of totals and unit price extensions, the unit price correctly extended will control over the summaries of totals, and the summaries of totals correctly added will control over the total, whether the summaries of totals are extended unit prices or lump sums.

CITY ENGINEER'S BUDGET

All costs will be compared with the City Engineer's Budget of the of work to be done.



(Submit with Proposal)

Proposer's Name: \_\_\_\_\_

TIME TO AWARD

The Proposer agrees that the City may have 30 days to accept or reject qualifications. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

AWARD

Subject to the right to reject any and all qualifications, award by Council shall be on the basis of the criteria specified herein, including fee schedule direct and indirect costs, and made to the Design/Engineering entity whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the design-engineering project.

Proposer's Name: \_\_\_\_\_

**STATEMENT OF ACCEPTANCE OF THE AGREEMENT REQUIREMENTS  
FOR  
MANNING AVENUE IMPROVEMENTS [HASE 1 DESIGN SERVICES  
REQUEST FOR QUALIFICATIONS (RFQ) NO. 5216(050)**

The Proposer shall sign below that the Proposer accepts in whole the terms and conditions of the Design Services Contract set forth in this RFQ (beginning on page 46.) If the Proposer takes exception to any provision of the Design Services Contract such provision(s) shall be listed here below and the Proposer shall sign that the Proposer accepts all remaining provisions of the Design Services Contract not listed.

Note: Any exceptions may render the proposal non-responsive.

ACCEPT  
 DO NOT ACCEPT

**If "DO NOT ACCEPT" is checked, please list exceptions:**

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person

(Submit with Proposal)

Proposer's Name: \_\_\_\_\_

**CERTIFICATION NOT ON COMPTROLLERS GENERALS LIST**

The Proposer certifies under penalty of perjury under the laws of the State of California that its business or the corporation is not listed on the Comptroller General's list of ineligible proposers/bidders/contractors.

The above Certification is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Certification.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposer's Name: \_\_\_\_\_

**ATTACHMENT A  
DEBARMENT AND SUSPENSION CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24, and 24 CFR Part 570.

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)*

- (1) The Proposer ("prospective lower tier participant" or "participant") certifies under penalty of perjury under the laws of the State of California, by submission of this Bid Proposal ("proposal"), that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Name of Participant:** \_\_\_\_\_

**Address of Participant:** \_\_\_\_\_

Name and Title of Authorized Representative	Signature	Date
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- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

**The above certification is part of the Proposal.**

**Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

Proposer's Name: \_\_\_\_\_

**ATTACHMENT B**

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Proposer hereby certifies under penalty of perjury under the laws of the state of California that he/she has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he/she has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by Proposers and proposed SUBCONSULTANTS only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and SUBCONSULTANTS who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**The above Equal Employment Opportunity Certification is part of the Bid Proposal. Signing this Bid Proposal on the signature page thereof shall also constitute signature of this Equal Employment Opportunity Certification.**

Proposers are cautioned that making a false certification  
may subject the certifier to criminal prosecution.

Proposer's Name: \_\_\_\_\_

**ATTACHMENT C  
NONLOBBYING CERTIFICATION  
FOR FEDERAL-AID CONTRACTS**

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence 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," (included as page 188 of these specifications) 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 or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

(Submit with Proposal)

Proposer's Name: \_\_\_\_\_

**NON-COLLUSION DECLARATION  
(23 U.S.C. 112; California Public Contract Code § 7106)**

The Proposer declares under penalty of perjury under the laws of the State of California all of the following paragraph is true and correct:

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham Proposal, or to refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted its Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of the Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he/she has full power to execute, and does execute, this declaration on behalf of the Proposer.

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature page thereof shall also constitute signature of this Noncollusion Affidavit.

Proposers are cautioned that making a false declaration may subject the certifier to criminal prosecution.

Proposer's Name: \_\_\_\_\_

**SIGNATURE PAGE**

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing statements, pages 18 through 32, and those contained herein are true and correct.

**PROPOSAL SUBMITTED BY:**

(Please follow the instructions for each line, as explained below.)

1. \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Proposing Firm

2. [ ] Corp: State of Incorporation: \_\_\_\_\_  
[ ] Individual  
[ ] Partner  
[ ] Other:

3. \_\_\_\_\_  
Business Address

\_\_\_\_\_ City State Zip Code

4. By: \_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: \_\_\_\_\_ Date: \_\_\_\_\_



Proposer's Name: \_\_\_\_\_

### INSTRUCTIONS FOR SIGNATURE PAGE

**CORPORATIONS: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY IN CORPORATE FORM (See Line 4.1, of next page.)**

**INDIVIDUALS, PARTNERSHIPS OR JOINT VENTURES: INCLUDE ACKNOWLEDGMENT OF SIGNATURE BY NOTARY.**

LINE 1: The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Proposal and any Contract awarded thereunder are to be addressed.

LINE 4:

1. If the Proposer is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts. The signature of the officer or employee who signs the Bid Proposal must be acknowledged by a notary in the corporate form.

2. If Proposer is an individual, he/she must sign the Proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Reedley prior to the time set for the opening of the qualifications or must be submitted with the Proposal. Any signature must be acknowledged by a notary.

3. If the Proposer is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Contract or a recorded Statement of Partnership. All signature(s) must be acknowledged by a notary.

4. If the Proposer is a joint venture, the Bid Proposal must be signed by all joint ventures; or by a joint venture(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Contract or a recorded Statement of Joint Venture; and if the joint venture(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs 1 and 3 above apply respectively. All signature(s) must be acknowledged by a notary.

(Submit with Proposal)

Proposer's Name: \_\_\_\_\_

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME

ADDRESS

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NOTE: All addresses must be complete with street number, City, State and Zip Code.

**SAMPLE CERTIFICATION**

I, \_\_\_\_\_, certify that I am the  
secretary Name  
of the corporation named herein; that \_\_\_\_\_ who signed this  
Name  
Proposal on behalf of the corporation, was then \_\_\_\_\_ of  
Title  
said corporation; that said Proposal is within the scope of its corporate powers and was duly signed for and on  
behalf of said corporation by authority of its governing body, as evidenced by the attached true and correct copy  
of the \_\_\_\_\_ Name of Corporate Document

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

Name: \_\_\_\_\_ Title: Secretary

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

**SUBCONSULTANT INFORMATION - DETAIL**

(To be completed by Proposer who is awarded the Contract upon award of each subcontract.) Complete and attach as many sheets as necessary.

Name of Project: **MANNING AVENUE IMPROVEMENTS PHASE 1 DESIGN SERVICES**

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 5216(050)**

Date bids were submitted: \_\_\_\_\_  
(Bid results including names of Proposers, amount of bids and justification for award is attached.)

SUBCONSULTANT's Name: \_\_\_\_\_

Address \_\_\_\_\_

Work to be performed on Project: \_\_\_\_\_

California State License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Date bids were submitted: \_\_\_\_\_  
(Bid results including names of Proposers, amount of bids and justification for award is attached.)

SUBCONSULTANT's Name: \_\_\_\_\_

Address \_\_\_\_\_

Work to be performed on Project: \_\_\_\_\_

California State License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

SUBCONSULTANT's Name: \_\_\_\_\_

Address \_\_\_\_\_

Work to be performed on Project: \_\_\_\_\_

California State License No.: \_\_\_\_\_ Class: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

"I certify under penalty of perjury under the laws of the State of California that the information provided herein is true and correct and that, having performed due diligence, verify that, to the best of my knowledge, none of the SUBCONSULTANTS listed herein are on the Comptroller General's list of ineligible contractors and are not currently debarred by the City or any other governmental agency."

Name of Design/Engineering Firm: \_\_\_\_\_

SIGNED UNDER PENALTY OF PERJURY BY:

Name of Authorized Official:- \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS.** -- This project is subject to Title 49, Code of Federal Regulations part 26 (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure Caltrans achieves its federally mandated statewide overall DBE goal, the Agency encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

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

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, SUBCONSULTANT, joint venture partner with a prime or SUBCONSULTANT, vendor of material or supplies, or as a trucking company;
- C. 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;
- D. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- E. DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:

1. The Caltrans' "Civil Rights" web site at: <http://www.dot.ca.gov/hq/bep>.

2. The Caltrans' DBE Directory: This Directory may be obtained from the Department of Transportation, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815-3800, Telephone: (916) 263-0822; (916) 263-0865 or by fax at (916) 263-0469.

F. When reporting DBE participation, Proposers may count the cost of materials or supplies purchased from DBEs as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 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.

2. If the materials or supplies are 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 as provided in this paragraph F.2. 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 on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph F.2.

3. If the DBE is neither a manufacturer nor a regular dealer, count only 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 a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

G. When reporting DBE participation, Proposers may count the participation of DBE trucking companies as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;

3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;

5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;

6. For the purposes of this paragraph G, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

H. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

Proposers are advised that, as required by federal law, the State of California has established a statewide overall DBE goal. City of Reedley federal-aid contracts are considered to be part of the statewide overall DBE goal and the City is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated.

# STEP DEMONSTRATION INFORMATION (INSTRUCTIONS BELOW)

Federal-aid Project No. 5216(050) Manning Ave Improvements Phase 1  
Proposal Due Date: December 1, 2017

The City of Reedley has required compliance with 24 CFR 85.36(e) for this project. The information provided herein shows that each of the steps were taken to utilize Small Business Firms, Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms.

Lowest, second lowest and third lowest Proposers shall submit the following information to document compliance with steps required in 24 CFR 85.36(e). Proposers shall submit the following information in addition to the Commitment Form to be eligible for award.

Submittal of only the Commitment Form will not provide sufficient documentation to demonstrate that Proposer took the required steps to satisfy 24 CFR 85.36(e).

The following items are listed in the Section entitled "Submission of Commitment" of the Specifications:

A. The names and dates of each publication in which a request for qualified small and minority businesses and women's business enterprises participation for this project was placed by the Proposer (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

B. The names and dates of written notices sent to qualified small and minority businesses and women's business enterprises soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the enterprise or firm was interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of Enterprises or Firms Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



C. The items of work which the Proposer made available to enterprises and firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate qualified small and minority business and women's business enterprise participation. It is the Proposer's responsibility to demonstrate that sufficient work to facilitate such participation was made available to the enterprises and firms.

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

D. The names, addresses and phone numbers of rejected qualified small and minority businesses and women's business enterprises, the reasons for the Proposer's rejection, the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone numbers of qualified small and minority businesses and women's business enterprises rejected and the reasons for the Proposer's rejection:

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

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E. Efforts made to establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises:

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F. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small and minority businesses, and women's business enterprises (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

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G. Any additional data to support a demonstration of taking each of the steps for 24 CFR 85.36(e) (use additional sheets if necessary):

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

## Step Demonstration Form Submittal (Instructions)

The Proposer shall complete and submit the "Step Demonstration Form," within three (3) working days of the bid opening showing that the Proposer has taken the steps required under 24 CFR 85.36(e). If the documentation is not submitted with the bid, it must be received by the City no later than three working days from the date of the bid opening.

Both the Small Minority Business Enterprise Commitment Form and the Step Demonstration Form and documentation must be submitted by the Proposer within the specified time to protect the Proposer's eligibility for award of the contract.

Step Demonstration Form documentation must include the following information and supporting documents, as necessary:

1. Items of work the Proposer has made available. Identify those items of work the Proposer might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate qualified small and minority businesses, and women's business enterprises participation. For each item listed, show the dollar value and percentage of the total contract. It is the Proposer's responsibility to demonstrate that sufficient work was made available to qualified small and minority businesses, and women's business enterprises.
2. Names of qualified small and minority businesses, and women's business enterprises and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the qualified small and minority businesses, and women's business enterprises were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. The Proposer is reminded to solicit qualified small and minority businesses, and women's business enterprises through all reasonable and available means and provide sufficient time to allow them to respond.
3. Name of selected firm and its status as a qualified small or minority business, or women's business enterprise for each item of work made available. Include name, address, and telephone number of each qualified small and minority business, and women's business enterprise that provided a quote and their price quote. If the firm selected for the item is not a qualified small or minority business, or women's business enterprise, provide the reasons for the selection.
4. Name and date of each publication in which the Proposer requested qualified small and minority businesses, and women's business enterprises participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using qualified small and minority businesses, and women's business enterprises. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested qualified small and minority businesses, and women's business enterprises with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If the Proposer has provided information, identify the name of the qualified small and minority businesses, and women's business enterprises assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of taking each step required by 24 CFR 85.36(e).

Proposer's Name: \_\_\_\_\_

# CERTIFICATION OF PROPOSER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

## INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Proposer or prospective contractor, or any of their proposed SUBCONSULTANTS, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Proposer has not filed a compliance report due under applicable instructions, such Proposer shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

## CERTIFICATION BY PROPOSER

Proposer Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

1. Proposer has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
 Yes       No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
3. Proposer has filed all compliance reports due under applicable instructions.  
 Yes       No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## **CONTRACT DOCUMENTS AND ATTACHMENTS**

### **Documents required after Award**

Upon City's award of a contract, the successful Proposer will be required to execute and return a Contract furnished by the City, and all certificates of insurance within ten (10) calendar days from the date of Notice of Award issued by the City. Should the successful Proposer fail or refuse to execute the Contract, the City reserves the right to accept the proposal of the Proposer offering the next best value to the City.

### **ATTACHMENTS**

(To be filed after award by successful Proposer)

Following are attachments to this DIVISION I to be filed after award by successful Proposer:

#### **CONTRACT (Design/Engineering Contract)**

A Design/Engineering Contract is included in these Proposal Specifications. Please review it carefully, this is the Contract the Design/Engineering Firm shall be expected to execute.

#### **FAIR EMPLOYMENT PRACTICES COMPLIANCE REPORT (pg. 65)**

#### **PROPOSAL RESULTS AND SUBCONSULTANT INFORMATION – DETAIL**

This form is to be submitted to the City after execution of the Contract. The work for each design engineer listed on pages 36 and 37 of DIVISION I of the Proposal Specifications shall be competitively bid. The Design/Engineering Firm shall provide the information required on pages 69, 72 and 75 of DIVISION I of the Proposal Specifications to City following execution of Contract with City and upon award of each subcontract.

#### **ENGINEER'S COMPLETION CERTIFICATION (pg. 76)**

This form is to be submitted to City upon Final Completion of the Work.

# SAMPLE CONTRACT DESIGN/ENGINEERING CONTRACT

## ATTACHMENT A PROFESSIONAL SERVICES AGREEMENT

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Reedley, hereinafter referred to as the "CITY", and \_\_\_\_\_ hereinafter referred to as the "CONSULTANT".

WITNESSETH

**WHEREAS**, the CITY is authorized and empowered to employ consultants and specialists in the performance of its duties and functions, and

**WHEREAS**, the CITY has the desire to secure certain technical and professional services to assist in the preparation and completion of the items of work described as "Scope of Services" in Exhibit "A", for the \_\_\_\_\_ hereinafter referred to as the "PROJECT"; and

**WHEREAS**, the CONSULTANT represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement.

**NOW, THEREFORE**, CITY and CONSULTANT agree as follows:

### I. SERVICES TO BE PERFORMED BY THE CONSULTANT

- A. Authorized Scope of Services: The CONSULTANT agrees to perform all services necessary to complete in a manner satisfactory to the CITY those tasks described in Exhibit "A" - Scope of Services, for the cost identified in Exhibit "B" - Project Fee.
- B. Additional Services: Incidental work related to the PROJECT and not provided for in Exhibit "A" may be needed during the performance of this Agreement. The CONSULTANT agrees to provide any and all additional services at the rates identified in attached Exhibit "C" - A schedule of Fees for Additional Professional Services. Such additional services shall not be performed by CONSULTANT without the written consent of CITY.

### II. TIME OF PERFORMANCE

The CONSULTANT shall commence performance of this Agreement within five (5) days following City Council approval of this Agreement and shall complete the work within the timeframes outlined in Exhibit "A", unless otherwise extended in writing by CITY, in its sole discretion.

If the CONSULTANT fails to complete the Scope of Service within the time specified, plus any extensions of time which may be granted, the CITY shall determine the percent of each work item completed and shall pay the CONSULTANT on that basis.

CONSULTANT shall not be responsible for delays which are due to causes beyond the CONSULTANT'S reasonable control. In the case of any such delay, the time of completion shall be extended accordingly in a writing signed by both parties, but CONSULTANT shall not be entitled to additional compensation as a result of such delay.

### **III. COMPENSATION**

- A. The method of payment for this agreement will be based on actual cost plus a fixed fee. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Fee Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead rate set forth in the Cost Proposal. In the event, that CITY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, CITY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article V Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due CITY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

Invoices shall be mailed to CITY's Contract Administrator at the following address:

Kelly S. Riddle  
Project Delivery Professionals  
7415 N. Palm Ave, Suite 100  
Fresno, CA 93711

- H. The total amount payable by CITY including the fixed fee shall not exceed \$(Amount).
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by CITY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

#### IV. AUTHORIZED REPRESENTATIVE

- A. CITY: The City Manager shall represent the CITY in all matters pertaining to the services to be rendered under this Agreement, except where approval of the City Council of the City of Reedley is specifically required.
- B. CONSULTANT: \_\_\_\_\_ shall represent and act as CONSULTANT in all matters pertaining to the services to be rendered by it under this Agreement.

#### V. TERMINATION

- A. CITY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. CITY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If CITY terminates this contract with CONSULTANT, CITY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to CITY exceeds the funds remaining in the contract. In which case, the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the CITY shall be liable if this contract is terminated is \_\_\_\_\_ dollars.
- D. Post-Termination:
  - 1. In the event the CITY terminates this Agreement with or without cause, the CITY may procure, upon such terms and such manner as it may determine appropriate, another party to complete the services under this Agreement.
  - 2. Except with respect to defaults of subconsultants, the CONSULTANT shall

not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event of the failure to perform is caused by the default of a subconsultant, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subconsultant were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.

3. Should the Agreement be terminated with or without cause, the CONSULTANT shall provide the CITY with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement. The use of all finished and unfinished work product shall be in accordance with Section XI, Documents and Data.
4. Upon termination, with or without cause, CONSULTANT will be compensated for the services satisfactorily performed to the date of termination according to compensation provisions contained herein; provided that, upon termination for cause, the CITY may withhold such amount as the CITY deems appropriate to compensate the CITY for costs or damages incurred as a result of the CONSULTANT's default. In no event, shall the total compensation paid CONSULTANT exceed the total compensation agreed to herein.
5. If, after notice of termination of this Agreement for cause, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement was terminated without cause.
6. Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

## **VI. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are



subject to repayment by CONSULTANT to CITY.

## **VII. NO PERSONNEL, AGENCY OR COMMISSION**

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT

for the purpose of securing business. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **VIII. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

## **IX. AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

*(The following AUDIT CLAUSE must be inserted into all contracts of \$150,000 or greater)*

- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including

making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

*(The following AUDIT CLAUSE must be inserted into all contracts of \$3,500,000 or greater).*

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the CITY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, CITY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
    - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
    - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
    - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
  2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
  3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this

event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

4. CONSULTANT may submit to CITY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO CITY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between CITY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

## **X. SUBCONTRACTING**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between CITY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to CITY for the acts and omissions of its subconsultant(s) 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 CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from CITY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by CITY.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by CITY's Contract Administrator prior to the start of work by the subconsultant(s).

## **XI. RETENTION OF FUNDS**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- 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.

## **XII. INDEPENDENT CONTRACTOR**

In the performance of the services herein provided for, the CONSULTANT shall be, and is, an independent contractor and is not an agent or employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of said services hereunder. The CONSULTANT shall be solely responsible for all matters relating to the payment of its employees including compliance with social security and income tax withholding and all other regulations governing such matters.

## **XIII. EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by CITY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by CITY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, CITY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit CITY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established CITY procedures; and credit CITY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by CITY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by CITY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## **XIV. STATE PREVAILING WAGE RATES**

*(Choose either Option 1 or Option 2)*

*(Option 1 - For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws, use paragraphs A and B)*

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

*(Option 2 - Use only paragraph A below when all of the proposed work in the contract is performed by crafts not affected by state labor laws or are not contemplated for use)*

- D. The State of California's General Prevailing Wage Rates are not applicable to this contract.

**Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

#### **XV. CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

#### **XVI. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. For breach or violation of this warranty, CITY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **XVII. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING**

*(Include this article in all contracts where federal funding will exceed \$150,000. If less than \$150,000 in federal funds will be expended on the contract; delete this article and re-number the notification article*

*which follows.)*

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
  - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or 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; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. 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.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

#### **XVIII. STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code

Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

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

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### **XIX. DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to CITY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

#### **XX. FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the

mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

- B. This contract is valid and enforceable only, if sufficient funds are made available to CITY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or CITY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. CITY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

**XXI. CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by CITY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by CITY's Contract Administrator.

**XXII. DISADVANTAGED BUSINESS ENTERPRISES (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". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this contract is 8%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- 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. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by 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 CITY 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 firm may be terminated only with prior written approval from CITY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting CITY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. A DBE performs a Commercially Useful Function (CUF) 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 CUF, 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 CUF, 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.
- G. A DBE does not perform a CUF 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.
- H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) 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 CUF.
- I. 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.
- J. 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, of the LAPM], certified correct by CONSULTANT or 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 twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

- K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify 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 CONSULTANT in writing with the date of certification. Any changes should be reported to CITY's Contract Administrator within 30 days.

### **XXIII. SPECIFICATIONS**

All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are binding as to the performance of the services specified in this Agreement unless they are changed by written amendment to this Agreement modified in writing to incorporate such changes.

### **XXIV. DOCUMENTS/DATA**

A. Ownership of Documents: Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in CITY; and no further agreement will be necessary to transfer ownership to CITY. CONSULTANT shall furnish CITY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by CITY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by CITY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

CITY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

B. Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

C. Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

### **XXV. CONFIDENTIALITY OF DATA**

A. All financial, statistical, personal, technical, or other data and information relative

to CITY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or CITY's actions on the same, except to CITY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of CITY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

## **XXVI. INDEMNIFICATION AND INSURANCE**

- A. As respects acts, errors, or omissions in the performance of services, CONSULTANT shall indemnify and hold harmless CITY, its elected and appointed officers, employees, and CITY designated volunteers from and against any and all claims, demands, losses, defense costs, liability or damages arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her services under the terms of this Agreement; except to the extent those arise out of the negligent acts of CITY.
- B. As respects all acts or omissions which do not arise directly out of the performance of services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT shall indemnify, defend (at CITY's option), and hold harmless CITY, its elected and appointed officers, agents, employees, representatives, and designated volunteers from and against any and all claims, demands, defense costs, liability, or damages of any kind or nature arising out of or in connection with CONSULTANT (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this Agreement; except to the extent those which arise out of the negligent acts of CITY.
- C. Without limiting CITY's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
  - 1. Workers' Compensation insurance as required by California statutes, and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000).

2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
  3. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000).
  4. Comprehensive automobile liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
- D. The City Manager is authorized to reduce or modify the requirements set forth above in the event he/she determines that such reduction is in the CITY's best interest.
- E. Each insurance policy required by this Agreement shall contain the following clause:
- "This insurance shall not be canceled, any change in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Reedley, 845 G Street, Reedley, CA 93654." The clause shall not contain "shall endeavor," best efforts or similar qualifiers.
- "In addition, the Commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:
- "It is agreed that any insurance maintained by the City of Reedley shall apply in excess of and not contribute with insurance provided by this policy."
- For the general liability and automobile policies only, the City of Reedley, its officers, agents, employees, representatives and designated volunteers are added as additional insured's as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Reedley.
- F. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Within thirty (30) days of the execution date of this Agreement, CONSULTANT shall provide to CITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CITY, it shall be CONSULTANT's responsibility to see that CITY receives documentation acceptable to CITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. CITY has the right to demand and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

- G. In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY, may, at its sole option:
5. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
  6. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof; or
  7. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractor's performance of the work covered under this Agreement.

#### **XXVII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

#### **XXVIII. NON-DISCRIMINATION**

CONSULTANT and all subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Caltrans-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

#### **XXIX. MISCELLANEOUS PROVISIONS**

- A. Asbestos and Hazardous Materials: In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the PROJECT. In the event the CITY becomes aware of the presence of asbestos or hazardous material at the jobsite, CITY shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to CONSULTANT arising therefrom.
- B. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

- C. Prohibition of Assignment: Neither the CITY nor CONSULTANT shall assign, delegate or transfer their rights and duties of this Agreement without the written consent of the other party.
- D. Dispute/Governing Law:
1. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of CITY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
  2. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
  3. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.
- E. Notices: Notice shall be sufficient hereunder if personally served upon the City Clerk of the CITY or an officer or principal of the CONSULTANT, or if sent via the United State Postal Service, postage prepaid, addressed as follows:
- CITY OF REEDLEY  
1733 Ninth Street  
Reedley, CA 93654  
Attn: City Clerk
- F. INSPECTION OF WORK: CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.
- G. SAFETY
1. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
  2. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

3. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- H. Jurisdiction/Venue/Waiver of Removal: This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Fresno County, California. The CONSULTANT hereby expressly waives any right to move any action to a county other than Fresno County as permitted pursuant to Section 394 of the California Code of Civil Procedure.
- I. Integration/Modification: This Agreement and each of the exhibits referenced herein, which are incorporated by reference, represents the entire understanding of the CITY and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CITY and the CONSULTANT.
- J. Conflict with Law: If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.
- K. Attorney's Fees: In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its reasonable attorney's fees and court costs incurred in the action brought thereon.
- L. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- M. CLAIMS FILED BY THE CITY'S CONSTRUCTION CONTRACTOR
1. If claims are filed by CITY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with CITY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
  2. CONSULTANT's personnel that CITY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from CITY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
  3. Services of CONSULTANT's personnel in connection with CITY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

- N. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- O. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

**IN WITNESS WHEREOF**, this Agreement is executed on the day and year first above written.

CITY OF REEDLEY

CONSULTANT

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Nicole Zieba  
City Manager

Attachments:

- Exhibit "A": Scope of Services
- Exhibit "B": Project Fees
- Exhibit "C": Consultant Schedule of Fees



Job File No. \_\_\_\_\_

Name or Title of Job. \_\_\_\_\_

Department No. \_\_\_\_\_

**FAIR EMPLOYMENT PRACTICES COMPLIANCE REPORT**

1. Name and Address of Design/Engineering Firm _____ PRIME [ ] SUB [ ]		
	Yes	No
2. Have you established a company-wide employment policy to assure that equal employment opportunity is given to all persons without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law?		
3. Have you notified all supervisors, foreman and other personnel officers in writing of the contents of the anti-discrimination clause and their responsibilities under it?		
4. Have notices setting forth the provisions of the Fair Employment Practice Section used in City of Reedley Contracts been posted in conspicuous places available to employees and applicants for employment on this Project?		
5. Have each of the Company's employee referrals including unions, employment agencies, advertisements, Department of Employment, etc., been notified of the contents of the anti-discrimination clause?		
5a. Has this been done in writing?		
6. Has each employee referral advised the Company that it will refer all qualified applicants for employment to the Company without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law?		
7. Has a collective bargaining agreement or other contract or understanding been made with a labor union (or unions) which covers the performance of any work or supplying of any materials under this Contract?		
7a. Do you operate under an Association Master Labor Contract? If your answer is "yes", state the name of the Association. Are copies of those agreements on file with the City? [ ] Yes [ ] No With whom?		
7b. If you do not operate under an Association Master Labor Contract then indicate what steps you have taken to attempt to develop an agreement which will: (1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training. (2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific area of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.		
In addition, if you have reached such an agreement, attach a copy of the provisions thereof which bear on (1) and (2) above.		
8. Have you encountered any opposition to the anti-discrimination clause by individuals, firms or organizations?		
If your answer to No. 8 is "Yes", identify the individual, firm or organization and briefly describe the nature of the opposition.		
9. Check principal sources DEPT OF EMP. EMP. AGENCIES DIRECT HIRING UNION OTHER for employee referrals.  Const. Workers _____  Other Workers _____		
10. The following person or persons are responsible for determining whom to hire or whether or not to hire workers on this particular Project:		
<b>QUESTIONS 11 THROUGH 13 TO BE FILLED OUT BY PRIME CONTRACTOR ONLY:</b>		
11. Have you awarded any subcontracts for work covered by your Contract?		
12. Have the anti-discrimination provisions been included in each of said subcontracts?		
13. Have all such SUBCONSULTANTS been instructed to file compliance reports and have they been furnished with report forms?		
14. Dated this _____ day of _____, 20__ , at _____ (City and State)		
15. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. _____ (Design/Engineering Firm)		

**FAIR EMPLOYMENT PRACTICES COMPLIANCE REPORT**  
(continued)

**INSTRUCTIONS TO CONTRACTORS**

This Compliance Report is required by the Fair Employment Practices provisions of City of Reedley Contracts for the supplying of work, materials, or both.

This report is to be completed in its entirety for each prime Contract and all first-tier subcontracts. The reports shall be submitted to the City after award of the Contract and prior to Notice to Proceed.

Additional sheets of paper may be attached if necessary to submit explanations or further information.

If the answers to any of the questions indicate non-compliance with the anti-discrimination provision of the Contract, a brief explanation of such answer must accompany the report.

It shall be the further responsibility of the Design/Engineering Firm to keep the information contained in the compliance report current and should there be changes in the Design/Engineering Firm's agreements with employee referrals, including unions or in the individuals responsible for hiring, etc., which would change the answers submitted by the Design/Engineering Firm in its original questionnaire, the Design/Engineering Firm should file a supplementary report containing revised answers to the applicable questions. Such changes from the original report are to be submitted in duplicate.

Upon completion of the Contract the Design/Engineering Firm must submit a final statement of compliance including statements that the original compliance report was submitted, that any changes in the original report were reported, and that the requirements of the Fair Employment Practices section were complied with during the Contract. If such a statement cannot be submitted in its entirety, a statement along the same lines with the exceptions noted must be submitted.

The City may require submission of additional information or reports on compliance at any time.

**FINAL STATEMENT OF FAIR EMPLOYMENT PRACTICES COMPLIANCE**

Name of Job or Contract \_\_\_\_\_

The undersigned is responsible to see that the Design/Engineering Firm has complied with the Fair Employment Practices section of the City of Reedley Contract indicated above. The original compliance report was submitted and no changes or additions to the original report became known to the Design/Engineering Firm or the undersigned except as noted below. The Design/Engineering Firm, in performance of the Contract, to the best of my knowledge, complied with said section of the Contract, except as noted below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_  
City and State

Changes or additions to the original compliance report \_\_\_\_\_  
City

By \_\_\_\_\_

Title \_\_\_\_\_

Deviations from compliance \_\_\_\_\_  
Design/Engineering Firm

By \_\_\_\_\_

Title \_\_\_\_\_

[signature, name and capacity of Design/Engineering Firm's Design Engineer]

## **DIVISION II - FEDERAL REQUIREMENTS**

# SUBCONSULTANT CERTIFICATION

## SMALL MINORITY BUSINESS OWNER REPRESENTATIONS AND CERTIFICATIONS

1. SMALL BUSINESS – Offeror IS\_\_\_, IS NOT\_\_\_, a small business concern that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualifies as a small business under the criteria and size standards in 13 CFR part 121. If Offeror, is a small business concern and is not the manufacturer of the supplies offered, he/she also represents that all supplies to be furnished hereunder WILL\_\_\_, WILL NOT\_\_\_ be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

2. MINORITY BUSINESS ENTERPRISE -

a) The Offeror represents that he/she IS\_\_\_, IS NOT\_\_\_, a minority business concern (other than a small business, a women's business enterprise, or a labor surplus area firm) owned or controlled by socially and economically disadvantaged individuals.

b) The Offeror shall presume that socially disadvantaged individuals include African Americans, Asian Specific Americans, Hispanic Americans, Native Americans, and other minorities as described by 13 CFR part 124.103b. Economically disadvantaged individuals are described in 13 CFR 124.104.

3. WOMEN'S BUSINESS ENTERPRISE – The Offeror IS\_\_\_, IS NOT \_\_\_ a woman-owned business. A woman-owned business is a business which is at least 51% owned or controlled by a woman or women. Controlled is defined as exercising the power to make policy decisions. Determination of ownership by a married woman in a community property jurisdiction will not be affected by her husband's 50% interest in her share. Similarly, a business concern which is more than 50% owned by a married man will not become a qualified women's business enterprise by virtue of his wife's 50% interest in his share.

4. LABOR SURPLUS FIRM – Offeror's firm IS\_\_\_, IS NOT\_\_\_, located in a Labor Surplus Area. (A Working copy of the Department of Labor's Quarterly Publication listing Labor surplus Areas may be obtained by writing to the Department of Labor, Employee & Training Administration (TPPL) Rm. 9304, 601 D Street, N.W., Washington, DC 20213).

5. TOTAL EMPLOYEES IN COMPANY \_\_\_\_\_

. OFFEROR'S BUSINESS IS A CORPORATION \_\_\_\_, PARTNERSHIP \_\_\_\_, OR OTHER \_\_\_\_ (if "other" please explain) \_\_\_\_\_

7. If OFFEROR is a small business. Minority business enterprise, women's business enterprise or labor surplus firm, OFFEROR was certified as such by the following Agency

\_\_\_\_\_ and the certification expires on the following date

\_\_\_\_\_

BY MY SIGNATURE I CERTIFY, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT. (OFFERORS ARE CAUTIONED THAT MAKING A FALSE STATEMENT MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.)

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

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

County (where work is to be performed): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) RECORDS.** -- The Contractor shall maintain records of all subcontracts entered into with certified DBE SUBCONSULTANTS and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE SUBCONSULTANT or vendor and the total dollar amount actually paid each DBE SUBCONSULTANT or vendor.

Upon completion of the Contract, a summary of these records shall be prepared on Form CEM-2402 and certified correct by the Contractor or its authorized representative, and shall be furnished to the Engineer.

**PROMPT PAYMENT TO SUBCONSULTANTS.**

All Contracts and Subcontracts (all tiers), shall contain the following provisions:

a. Prompt Payment To SUBCONSULTANTS A prime contractor or SUBCONSULTANT shall pay a SUBCONSULTANT not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to SUBCONSULTANTS. The 10 days is applicable unless, a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or SUBCONSULTANT to the penalties, sanction and other remedies of that section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the City's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or SUBCONSULTANT in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a SUBCONSULTANT. This provision applies to both DBE and non-DBE prime contractors and SUBCONSULTANTS.

b. Prompt Payment Of Funds Withheld To SUBCONSULTANTS. The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor 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 City. Federal regulations (49 CFR 26.29) 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 contractor or SUBCONSULTANT to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California 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 contractor or SUBCONSULTANT in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a SUBCONSULTANT. This provision applies to both DBE and non-DBE prime contractors and SUBCONSULTANTS.

**ASSURANCE.** -- The Contractor shall comply with the following assurance and require that each subcontract include the same assurance by each of its SUBCONSULTANTS:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts hereunder. Failure by the Contractor 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 or sanction as may be available. Contractor will contain this paragraph in each of its subcontracts and require the same of its SUBCONSULTANTS.

Proposer's Name: \_\_\_\_\_

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT**

- 1. Local Agency: City of Reedley
- 3. Project Description: Phase 1 Manning Ave Reconstruction
- 4. Project Location: Between I Street and Frankwood Ave
- 5. Consultant's Name: \_\_\_\_\_
- 8. Total Dollar Amount for **ALL** Subconsultants: \_\_\_\_\_

- 2. Contract DBE Goal: 8%
- 6. Prime Certified DBE:
- 7. Total Contract Award Amount: \_\_\_\_\_
- 9. Total Number of **ALL** Subconsultants: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			\$
20. Local Agency Contract Number: 21. Federal-Aid Project Number: <u>FRE 130016</u> 22. Contract Execution Date:			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

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

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



# INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

## CONSULTANT SECTION

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

## LOCAL AGENCY SECTION

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

## 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 and/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 Qualifications (RFQ) 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., "RFQ-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. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
11. (b) 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 the appropriate box(es). 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 the appropriate box(es). 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, print its 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. 06-04-90 | ENDIF...

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

**1. Type of Federal Action:**

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

**2. Status of Federal Action:**

- a. bid/offer/application
- b. initial award
- c. post-award

**3. Report Type:**

- a. initial
- b. material change

**For Material Change Only:**  
year \_\_\_\_ quarter \_\_\_\_  
date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity**

- Prime
- Subawardee  
Tier \_\_\_\_\_, if known

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District, if known

Congressional District, if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable \_\_\_\_\_

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

**10. a. Name and Address of Lobby Entity**  
(If individual, last name, first name, MI)

**b. Individuals Performing Services** (including address if different from No. 10a)  
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**

\$ \_\_\_\_\_  actual  planned

**13. Type of Payment (check all that apply)**

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify \_\_\_\_\_

**12. Form of Payment (check all that apply):**

- a. cash
- b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

**14. 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:**

(attach Continuation Sheet(s) if necessary)

**15. Continuation Sheet(s) attached: Yes  No**

**16.** 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 this 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.

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

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

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

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Federal Use Only:**

Authorized for Local Reproduction  
Standard Form – LLL

ENGINEER'S COMPLETION CERTIFICATION

City of Reedley  
City Engineer  
1733 9<sup>th</sup> Street  
Reedley, CA 93654

Re: \_\_\_\_\_ [description of

“Project”] Dear \_\_\_\_\_,

The Design/Engineer notifies you that as of \_\_\_\_\_ [date] the Design Engineering Work is completed and the construction documents are ready for competitive bid for the solicitation of a general contractor in accordance with the Contract Documents.

\_\_\_\_\_  
[Design/Engineer's signature, name and capacity]

**DIVISION III - STANDARD SPECIFICATIONS**

## **STANDARD SPECIFICATIONS**

The following indicated provisions of the City of Reedley's Standard Specifications and Drawings, Department of Public Works, dated September 2007, and as amended from time-to-time, are hereby referred to and incorporated herein as though set forth in full. It is recommended that Proposers obtain the most current issue of these Standard Specifications. The Design/Engineering Firm shall follow and comply with the latest City Standard Specifications and Drawings.

The City Standard Specifications are available on the City of Reedley's website ([www.Reedley.gov](http://www.Reedley.gov)) by clicking on Engineering Department and checking Technical Library.

If you do not have access to the Internet, copies of the City Standard Specifications with Standard Drawings may be obtained for \$40 at City Hall, Public Works Counter, 1733 9<sup>th</sup> Street, Reedley CA 93654; Telephone (559) 637-4200. (If mailed, a mailing charge of \$6.00 per book will be required.)

## **DIVISION IV - PROJECT TECHNICAL REQUIREMENTS**

**PROJECT TECHNICAL REQUIREMENTS FOR:  
MANNING AVENUE IMPROVEMENTS PHASE 1 DESIGN SERVICES  
REQUEST FOR QUALIFICATIONS (RFQ) NO. 5216(050)**

**INTRODUCTION**

The City of Reedley (City) is seeking qualifications from Proposers to provide design/engineering services for the preparation and delivery of plans, specifications and estimates (PS&E) for the Manning Avenue Phase 1 Improvements from approximately I Street to Frankwood Avenue.

Manning Avenue is one of the busiest streets in the City of Reedley, so construction staging, traffic planning, and phasing will be very crucial to the success of this project.

Qualifications will be used to select the Consultant for this Project. Interviews may also be performed to help select the most qualified consultant. The available information, scope of work, proposal requirements, and schedule are presented below.

**SCOPE OF WORK**

The consultant scope of services includes reconstruction that may consist of grind and overlay and/or full-depth reconstruction, traffic signal loop detector upgrades or retrofit, updating the existing signage and striping including bike lanes, lighting upgrades, sidewalks on the north side of Manning Avenue, ADA ramps installation and upgrades if necessary, and coordination to determine utility conflicts/relocations.

The following utility improvements will also be required: replacement of fire hydrant #336 and tie-in to fire hydrant #797, replace ACM waterline with C900 in new alignment, including all tie-ins, install new water service to four residential homes from Manning Avenue, replace existing 12 inch (transite) sanitary sewer line between Frankwood and Reed Avenue, and replace and up-size the existing 12 inch sanitary sewer between Reed Ave and Reedley Community College.

One of the first tasks for the designer to complete is to propose a roadway geometric modification to tie in the section of roadway between the end of the two-way left turn lane and the geometry at the intersection of Manning and Reed. The selected firm will be required to coordinate with Local Assistance and prepare requests for authorization of the right of way and construction phases, and to prepare all documentation necessary to submit invoices to Caltrans for reimbursement of funds.

The topographic and existing right of way will be provided by the City. The selected consultant will provide drawings to the City Surveyor for the preparation of legal descriptions and exhibits for the acquisition of any required right of way. The selected consultant shall prepare all required applications/documents to obtain a storm water pollution prevention plan and approved permit from the San Joaquin Valley Air Pollution Control Board.

General tasks are outlined below:

**1. Engineering Services (Engineer of Record)**

The engineering services and responsibilities shall include, but not be limited to, the following:

**1.1. Engineering Design**

- 1.1.1. Basis for Design Document – complete description of all scope of work and design approach. This document will also serve to finalize the fees and schedule for the design. Consultant will perform a



field review to ascertain the existing conditions relative to the proposed improvements. Review and evaluate existing records provided by the City to develop project parameters and to determine if additional technical studies, such as a Geotechnical Investigation, must be conducted and state whether additional Right of Way must be acquired. Research and analyze all applicable codes, state regulations and local building practices. Consultant will contact the affected utility companies to verify record mapping of the utilities in the project area to incorporate into the construction plans.

#### 1.1.2. Preliminary Engineering –

The Consultant will utilize the electronic mapping provided by the City and request of the City any additional surveys required for the project. Survey will include planimetric and topographic features as well as visible utilities. Mapping shall include boundary lines on the survey.

Consultant will prepare preliminary design drawings showing the schematic layout(s) of the proposed improvements. The purpose of the preliminary design drawings is to obtain approval of the major components prior to proceeding with design development.

Meet, as required, with the City Engineer for project coordination and direction purposes. The Consultant is required to submit, for review and approval, meeting documentation of all decisions made, directions given, and changes required to the contracted work.

#### 1.1.3. Design Development – Consultant will prepare 30, 60, 90 percent and Final construction plans for the project. Improvement plans will include civil, and design components necessary to provide the City a complete and functional project for its intended purpose. Submit to the City four (4) sets of design development plans for the review, comment and evaluation by the City Engineer and other City staff.

Consultant will prepare 30, 60, 90 percent and Final construction documents including, bid and contract documents and technical specifications for the project. Consultant will prepare a complete set of construction documents that will meet applicable Federal, State and local requirements including specific guidelines from funding agencies. Submit to the City four (4) sets of construction documents including bid schedule, list of City Standard Details, Prevailing Wage Determination(s) for the review, comment and evaluation by the City Engineer and other City staff.

Consultant shall prepare an opinion of probable cost based on the Design Development plans and specifications. Cost breakdown shall reflect the major components of the design in coordination with the bid items in the contract documents.

Meet, as required, with the City Engineer for project coordination and direction purposes. The Consultant is required to submit, for review and approval, meeting documentation of all decisions made, directions given, and changes required to the contracted work.

### 1.2. Bid Phase

#### 1.2.1. Consultant shall provide a reproducible set of plans and contract documents, in both electronic and hard copy, to City for duplication of bid sets and distribution by City. The plans shall be submitted in Mylar format. Attend pre-bid conference scheduled by the City. Prepare addendum drawings and materials as required to clarify scope of work for bid purposes.

Assist the City in evaluating the bids, prepare a bid summary and provide recommendation to the City for contract award. Assist the City in handling bid protests, if necessary.

### **1.3. Monthly Progress / Project Reports**

- 1.3.1. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Project Manager to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- 1.3.2. CONSULTANT's Project Manager shall meet with City of Reedley's Project Manager, as needed, to discuss progress on the contract.

## **APPENDIX A TECHNICAL REQUIREMENTS**

## TECHNICAL REQUIREMENTS

### 1. QUALITY ASSURANCE

Comply with all laws, ordinances, codes, rules, and regulations of local, State, and Federal authorities having jurisdiction over work specified herein.

#### 1.1. Reference Standards

Use the latest edition or amendment or reference standards in effect unless specifically noted otherwise.

- 1.1.1. California Building Code (CBC)
- 1.1.2. California Mechanical Code (CMC)
- 1.1.3. California Electrical Code (CEC)
- 1.1.4. National Electrical Code (NEC)
- 1.1.5. California Plumbing Code (CPC)
- 1.1.6. Cal OSHA
- 1.1.7. California Health and Safety Code – Section 25280
- 1.1.8. National Fire Protection Association (NFPA)
- 1.1.9. Underwriters Laboratories, Inc. (UL)
- 1.1.10. Title 24 of the California Code of Regulations
- 1.1.11. American National Standards Institute (ANSI)
- 1.1.12. Institute of Electrical and Electronics Engineers (IEEE)
- 1.1.13. Insulated Cable Engineers Association (ICEA)
- 1.1.14. National Electrical Code (NEC)
- 1.1.15. National Electrical Contractors Association (NECA)
- 1.1.16. National Electrical Safety Code (NESC)
- 1.1.17. National Electrical/Manufacturer's Association (NEMA)
- 1.1.18. American Society of Testing and Materials (ASTM)
- 1.1.19. American Society of Mechanical Engineers (ASME).

### 2. Product Requirements

Provide products that meet or exceed Reference Standards and Proposal Specifications. Provide products by the same manufacturer when products are of similar nature, unless otherwise specified. Provide identical products when products are required in quantity. Provide products with interchangeable parts whenever possible. All products shall be new, free from defects and produced by manufacturers regularly engaged in the manufacture of these products.

### 3. Work Restrictions

The Design/Engineering Firm shall coordinate with the City's staff to develop work restrictions including work sequence, shutdown constraints, operation and maintenance access, temporary service requirements, and the like.

### 4. Permits

The Design/Engineering Firm shall coordinate with the City's staff to obtain information concerning existing permit requirements for the facility and shall secure and pay for all new permits including, but not limited to, government fees, and licenses.

## **5. SITE**

### **5.1. General Requirements**

Existing utility locations, alignments, and elevations shall not be disturbed. Existing utilities shall be supported in place during trenching or excavation. All piping shall have a minimum cover of 3 feet from finish grade to the top of pipe and shall have a minimum of 12 inches horizontal and vertical clearance from the nearest pipeline.

Provide backfill material having maximum particle size not exceeding 3 inches and that is free of trash, lumber, debris, leaves, grass, roots, stump, and other organic matter. Obtain material for fills from cut sections or from borrow sources. Materials derived from processing demolished or removed asphalt concrete are not acceptable. Any imported material is to be tested and approved by the City's geotechnical engineer.

## **6. STRUCTURAL**

### **6.1. General Requirements**

Design all in accordance with the requirements of the California Building Code as specified in the Reference Standards. Calculations shall be signed and stamped by a Civil or Structural Professional Engineer licensed to practice in the State of California.

### **6.2. Foundations, Installation, and Grouting**

Provide for bolting and grouting all equipment skids to the concrete slab according to manufacturer's anchor bolt layout, general guidelines, and recommendations. All equipment and equipment skids shall be suitable for grouting in place. Stainless steel jacking bolts, stainless steel shims, grout, etc. shall be furnished as recommended by the manufacturers. Installation design shall resist seismic and wind forces as noted in the general requirements.

## **7. ELECTRICAL**

### **7.1. General Requirements**

Design all components in accordance with the requirements of the NEC as specified in the Reference Standards. All on skid electrical devices shall be wired to common terminal boxes located near the edge of the skid. Circuits of different voltages shall not be mixed in the same terminal box or conduit. Provide a minimum of 30 percent spare terminal blocks in each terminal/junction box.

When applicable, materials and equipment used in performance of electrical work shall be listed or labeled by UL or other equivalent, nationally recognized, and independent testing laboratory, for the class of service intended. Electrical components shall be installed in enclosures as required by the NEC based on the internal components and area classification. Wires and cables shall conform to ASTM and ICEA standards and shall be sized in accordance with the requirements of the NEC. Electrical signal cables shall be separated from sources of electrical noise and power cables by a minimum of 12 inches. Underground conduit runs shall be encased in red dye concrete duct banks with a minimum of 2 feet of cover. Concrete duct banks shall be reinforced type. Refer to Appendix B for concrete encasement details. In addition, the Design/Engineering Firm must also provide an Arc Flash Coordination Study as required to NFPA code 70E.