

SPECIAL MEETING AGENDA

The City Council/Successor Agency of the City of Firebaugh

Vol. No.19/01-22

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: January 22, 2019/6:00 p.m.

CALL TO ORDER

ROLL CALL

Mayor Marcia Sablan
Mayor Pro Tem Elsa Lopez
Council Member Freddy Valdez
Council Member Brady Jenkins
Council Member Felipe Pérez

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Andrew Firebaugh Community Center to participate at this meeting, please contact the Deputy City Clerk at (559) 659-2043. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Andrew Firebaugh Community Center.

Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the Deputy City Clerk's office, during normal business hours.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CONSENT CALENDAR

Items listed on the calendar are considered routine and are acted upon by one motion unless any Council member requests separate action. Typical items include minutes, claims, adoption of ordinances previously introduced and discussed, execution of agreements and other similar items.

1. APPROVAL OF MINUTES – The City Council Regular Meeting on January 7, 2019.

2. WARRANT REGISTER – Period starting December 1, and ending on December 31, 2018.

December 2018	General Warrants	#37583 - #37707	\$ 749,212.88
	Payroll Warrants	#70331 - #70434	\$ 223,847.98
TOTAL			\$ 973,060.86

3. CITY OF FIREBAUGH 2019 HOLIDAY SCHEDULE.

4. CITY OF FIREBAUGH 2019 COUNCIL MEETING SCHEDULE.

5. CITY OF FIREBAUGH 2019 COMMITTEE ASSIGNMENT.

NEW BUSINESS

6. RESOLUTION NO. 19-07 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AWARDING A CONTRACT TO GOUVEIA ENGINEERING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS FOR THE CITY OF FIREBAUGH.

Recommended Action: - Council receives public comment and approve Res. No. 19-07.

7. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AND CONSIDER AMENDING ORDINANCE 18-02 TO ALLOW CANNABIS DISPENSARIES (ONE DISPENSARY PER 10,000 RESIDENTS).**

Recommended Action: City Council receives public comment & gives direction.

8. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS AMENDING ORDINANCE 18-02 TO REDUCE THE REVENUE RAISING FEE RELATED TO COMMERCIAL CANNABIS OPERATIONS WITHIN THE CITY.**

Recommended Action: City Council receives public comment & gives direction.

9. **THE CITY COUNCIL OF THE CITY OF FIREBAUGH TO DISCUSS CANNABIS FESTIVAL.**

Recommended Action: City Council receives public comment & gives direction.

STAFF REPORTS

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

10. **Government Code Section 54957**

PUBLIC EMPLOYEE EVALUATION: City Manager.

ANNOUNCEMENT AFTER CLOSED SESSION

ADJOURNMENT

Certification of posting the Agenda

I declare under penalty of perjury that I am employed by the City of Firebaugh and that I posted this agenda on the bulletin boards at City Hall, January 18, 2019 at 5:00 p.m. by Rita Lozano Deputy City Clerk.

MEETING MINUTES

The City Council/Successor Agency of the City of Firebaugh
Vol. No. 19/01-07

Location of Meeting: Andrew Firebaugh Community Center
1655 13th Street, Firebaugh, CA 93622
Date/Time: January 7, 2019/6:00 p.m.

CALL TO ORDER Meeting called to order by Mayor Sablan at 6:00 p.m.

ROLL CALL PRESENT: Mayor Marcia Sablan
Mayor Pro Tem Elsa Lopez
Council Member Freddy Valdez
Council Member Brady Jenkins
Council Member Felipe Perez

ABSENT:

OTHERS: City Attorney J. Sanchez; City Manager/Acting Public Works Director, Ben Gallegos; Deputy City Clerk, Rita Lozano; Finance Director, Pio Martin; Police Chief, Sal Raygoza; Fire Chief, John Borboa, City Engineer Mario Gouveia, Wanda Breshears, & others.

PLEDGE OF ALLEGIANCE: Council Member Lopez led pledge of Allegiance.

Motion to approve agenda by Council Member Lopez, second by Council Member Perez; motion pass by unanimous 5-0 vote.

PUBLIC COMMENT: Sadie Navarro inquired about the completion of the Senior Center.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES – The City Council regular meeting on December 17, 2018.

Motion to accept minutes by Council Member Valdez, second by Council Member Sablan; motion pass by unanimous 5-0 vote.

PUBLIC HEARING

2. RESOLUTION NO. 19-01 - A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2018 FUNDING YEAR OF THE STATE CDBG PROGRAM.

Public Hearing Opened at 6:03 pm – No comment given – Public Hearing Closed at 6:04pm.

Motion to close and approve Res. No. 19-01 by Council Member Jenkins, second by Council Member Valdez; motion pass by unanimous 5-0 vote.

NEW BUSINESS

3. RESOLUTION NO.19-02 - RESOLUTION OF THE CITY OF FIREBAUGH ADOPTING POLICIES FOR THE ADMINISTRATION AND PROCUREMENT OF ARCHITECTURAL AND ENGINEERING (A&E) SERVICES FOR STATE AND FEDERAL FUNDED TRANSPORTATION PROJECTS.

Motion to approve Res. No. 19-02 by Council Member Valdez, second by Council Member Jenkins; motion pass by unanimous 5-0 vote.

4. **RESOLUTION NO. 19-03 - A RESOLUTION OF THE CITY COUNCIL OF FIREBAUGH APPROVING A PROPOSAL BY HdL COMPANIES FOR CANNABIS MANAGEMENT SERVICES.**

Motion to approve Res. No. 19-03 by Council Member Valdez, second by Council Member Perez; motion pass by unanimous 5-0 vote.

5. **DISCUSS OF NAMING THE LANDING RUNWAY AT THE FIREBAUGH AIRPORT STRIP.**

Direction from City Council is to proceed with research on process in naming the airport runway in honor of the Lorenzetti family name.

- *Motion to move to Successor Agency @ 6:17 pm, by Council Member Jenkins, second by Council Member Lopez; motion pass by unanimous 5-0 vote.*

SUCCESSOR AGENCY MATTERS

6. **RESOLUTION NO. 19-04 - A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A CONTRACT WITH RSG, INC. TO PROVIDE CONSULTING SERVICES TO THE SUCCESSOR AGENCY IN FISCAL YEAR 2019-20.**

Motion to approve Res. No. 19-04 by Council Member Lopez, second by Council Member Perez; motion pass by unanimous 5-0 vote.

7. **RESOLUTION NO. 19-05 - A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JULY 1, 2019 THROUGH JUNE 30, 2020 AND THE ADMINISTRATIVE BUDGET FOR JULY 1, 2019 THROUGH JUNE 30, 2020.**

Motion to approve Res. No. 19-05 by Council Member Valdez, second by Council Member Perez; motion pass by unanimous 5-0 vote.

8. **RESOLUTION NO. 19-06 – A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY APPROVING A BOND PROCEEDS EXPENDITURE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE FIREBAUGH REDEVELOPMENT AGENCY AND THE CITY OF FIREBAUGH.**

Motion to approve Res. No. 19-06 by Council Member Valdez, second by Council Member Perez; motion pass by unanimous 5-0 vote.

9. **HOUSING SUCCESSOR AGENCY SENATE BILL 341 ANNUAL REPORTS FOR FISCAL YEARS 2016-17 AND 2017-18.**

No Action, Information item only.

STAFF REPORTS

- **Police Chief Sal Raygoza** – Submitted crime stats in agenda packet, stats dropped for this year & holiday crime.
- **Fire Chief, John Borboa** – Was busy during the holidays, New Year's Day had a structure fire involving 3 children & 2 adults, so close to catastrophe & death. Individuals survived by tossing the kids out of the windows. It was an electrical fire due to halogen. An adult woke up because of the smoke, the smoke detectors were not working. Councilmember Valdez asked is there are programs to check fire alarms. Mayor Sablan asked staff to run a notice on the electric board reminding residents to change batteries in fire/smoke detectors.
- **Finance Director, Pio Martin** – Audit expected to be complete soon, Jan 18th the city will be changing phone service providers. This week there is a full staff, welcome back Rita. Prop 218 notices will be mailed to residents sometime this week, separate from the water bill.

- **City Engineer, Mario Gouveia** – Nothing to report.
- **Deputy City Clerk, Rita Lozano** – Nothing to report.
- **City Attorney James Sanchez** – Looking forward to working with the City of Firebaugh.
- **City Manager Ben Gallegos** – Worked with Olga to research the cannabis cost comparison to other cities. James provided information regarding development agreement out City Ordinance that gives the City flexibility to use the funds for city projects that are Public safety that would not normally be funded. Rescheduled regular Council Meeting for Jan 21st due to holiday, to 6:00 pm on Jan 22, 2019. Senior Center parking lot project is scheduled for February 24, it is a \$61,000 project. 2018 CDBG contract was being emailed to Rita & myself (Ben) but the file was too big and was not being received electronically. Project on 8th Street, sidewalk will be added. Have a meeting Jan 11th to discuss and propose an approach near alley and at the center of the property. A movie may be filmed here, Frank Cantu from Mendota wrote a book, heard it was a good book but haven't had a chance to read it. Airport is scheduled to be closed Feb 2nd & 24th for filming, additional filming will be at Christy's bar & at the Bed & Breakfast. A low cost insurance program is available, the plan is to do outreach at the center during certain events. Council asked Officers to provide info, when individuals are pulled over & have no insurance. Will work on the smoking ordinance amendment for apartment complexes, Managers have requested the changes and have expressed interest. State contacted me (Ben) and asked the City to take over Las Deltas Water District, replied to them that the State must cover certain cost prior to the city taking any consideration.
- **Council Member Valdez** – Proud to beat Mendota as a filming location for the book, it says something about our community.

PUBLIC COMMENT ON CLOSED SESSION ITEM ONLY

CLOSED SESSION

ANNOUNCEMENT

ADJOURNMENT

Motion adjourn by Council Member Perez, second by Council Member Valdez; motion pass by unanimous 5-0 vote at 7:14 p.m.



REPORT TO CITY COUNCIL
— MEMORANDUM —

AGENDA ITEM NO: _____

COUNCIL MEETING DATE: January 22, 2019

SUBJECT: Warrant Register Dated: December 1, 2018 – December 31, 2018

RECOMMENDATION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Firebaugh covering obligations to be paid during the period of:

DECEMBER 1, 2018 – DECEMBER 31, 2018

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:

GENERAL WARRANTS	# 37583 – #37707	\$ 749,212.88
PAYROLL WARRANTS.....	# 70331 – #70434	\$ 223,847.98

TOTAL WARRANTS..... \$ 973,060.86

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS DECEMBER 1, 2018 - DECEMBER 31, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
36722	12/12/2018	JUAN TORREBLANCA	\$ (150.00)	Ck# 036722 Reversed
37583	12/4/2018	CITY OF FIREBAUGH	\$ 90,514.70	PAYROLL #25 - PPE 11/30/1
37584	12/5/2018	U.S. POSTMASTER	\$ 793.83	UTILITY BILLING DECEMBER
37585	12/7/2018	ALERT-O-LITE, INC.	\$ 645.39	ASPHALT PATCH/BARRICADE
37586	12/7/2018	SYNCB/AMAZON	\$ 89.05	PD-TONER
			\$ 7.98	PD-SHORT APPLE LIGHTNING
			\$ 224.97	PD-BROTHER PRINTER
			\$ 105.86	PD-SCREEN PROTECTOR/OTTER
		Check Total:	\$ 427.86	
37587	12/7/2018	JAVIER V. ARROYO	\$ 160.00	XMAS PARADE CANOPY RENTAL
37588	12/7/2018	AT&T	\$ 276.08	ALL DEPTS TELEPHONE #9391
37589	12/7/2018	BURTON'S FIRE, INC.	\$ 85.58	FD-LABEL/SHIPPING CHARGE
37590	12/7/2018	FERNANDO CAMPA	\$ 250.00	HEALTH INSURANCE STIPEND
37591	12/7/2018	COMMUNITY MEDICAL CE	\$ 175.00	PD-OCT18 BLOOD DRAW
37592	12/7/2018	CORELOGIC SOLUTIONS, I	\$ 206.00	REALQUEST NOVEMBER 2018
37593	12/7/2018	CVR & ASSOCIATES, INC.	\$ 1,750.53	BLDG & INSPEC INSPECTION
37594	12/7/2018	EKI ENVIRONMENT AND V	\$ 1,342.00	PROFESSIONAL SERVICES
37595	12/7/2018	ESAFETY SUPPLIES, INC.	\$ 452.21	LARGE/XL GLOVES
37596	12/7/2018	FIREBAUGH AUTO REPAIR	\$ 105.00	PD-INSTALLATION OF MONITOR
37597	12/7/2018	FIREBAUGH TOWING	\$ 250.00	PD-TOWING TO CITY CHOP
37598	12/7/2018	FRESNO-MADERA AREA A	\$ 62.99	10/18 NON USDA MEALS/SITE
37599	12/7/2018	GALLS, LLC	\$ 219.59	PD-SENSORS/GUN GLOCK/RED
			\$ 259.14	PD-HALLIGAN BAR
		Check Total:	\$ 478.73	
37600	12/7/2018	GOLDEN ONE CREDIT UNIO	\$ 1,666.66	JOHN BORBOA MONTHLY
37601	12/7/2018	GOODALL TRUCKING, INC	\$ 701.84	BASE ROCK MATERIAL

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS DECEMBER 1, 2018 - DECEMBER 31, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
37602	12/7/2018	GUTIERREZ/ASSOCIATES	\$ 1,248.00	ARCHITECTURAL SERVICES
37603	12/7/2018	JMP OFFICE TECHNOLOGI	\$ 581.08	FOLDING MACHINE YEARLY
37604	12/7/2018	RODDY A. LAKE	\$ 313.75	POLICE HEALTH INS
37605	12/7/2018	SANDRA J. MARQUEZ	\$ 250.00	HEALTH INSURANCE STIPEND
37606	12/7/2018	MID-VALLEY DISPOSAL	\$ 28,495.73	DISPOSAL SERVICES DECEMBER
			\$ 66.26	1800 HELM CANAL RD
		Check Total:	\$ 28,561.99	
37607	12/7/2018	RICARDO MONAY	\$ 250.00	HEALTH INSURANCE STIPEND
37608	12/7/2018	CALIF PUBLIC EMPLOYEE	\$ 9,189.51	ANNUAL UNFUNDED ACCRUED
			\$ 14,570.65	ANNUAL UNFUNDED ACCRUED
			\$ 600.00	ANNUAL UNFUNDED ACCRUED
		Check Total:	\$ 24,360.16	
37609	12/7/2018	PITNEY BOWES #8000-9090	\$ 520.99	POSTAGE MACHINE REFILLS
37610	12/7/2018	QUILL CORPORATION	\$ 333.54	JANITORIAL SUPPLIES
37611	12/7/2018	GRACIELA V. RODRIGUEZ	\$ 250.00	HEALTH INSURANCE STIPEND
37612	12/7/2018	SIGNMAX	\$ 226.75	XMAS PARADE-SPONSORS BANNER
37613	12/7/2018	SWRCB ACCOUNTING OFF	\$ 27,192.00	WWTF ANNUAL PERMIT FEE
			\$ 2,286.00	STATE WATER BOARD ANNUAL
			\$ 27,192.00	TOMATEK WASTEWATER ANNUAL
		Check Total:	\$ 56,670.00	
37614	12/7/2018	TECH MASTER MANAGEM	\$ 40.00	PD-PEST CONTROL
37615	12/7/2018	TPX COMMUNICATIONS	\$ 1,617.08	ALL DEPTS TELEPHONE AND I
37616	12/7/2018	TUCKFIELD & ASSOCIATE	\$ 2,939.29	WATER AND WASTEWATER RATE
37617	12/7/2018	UNITED RENTALS (NORTH	\$ 107.40	LIGHT TOWER VERTICAL MASTER
37618	12/7/2018	U.S. BANK EQUIPMENT FIN	\$ 140.39	RNT/LEASE EQUIP 11/20/18
37619	12/7/2018	DATAPATH	\$ 992.50	MONTHLY MONITORING DEC 2018

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS DECEMBER 1, 2018 - DECEMBER 31, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
37620	12/7/2018	TUCKER CARRILLO-ZAZU	\$ 250.00	HEALTH INSURANCE STIPEND
37621	12/7/2018	LP DVP	\$ 35.99	MQ CUSTOMER REFUND
37622	12/7/2018	FIREBAUGH GARDEN APT	\$ 199.56	MQ CUSTOMER REFUND
37623	12/7/2018	MARIA MARTIN	\$ 52.37	MQ CUSTOMER REFUND
37624	12/7/2018	REIMUNDO SILVA	\$ 63.07	MQ CUSTOMER REFUND
37625	12/12/2018	STATE WATER RESOURCE	\$ 100.00	LATE FEE LOUIE VALDEZ
37626	12/12/2018	JUAN TORREBLANCA	\$ 150.00	Ck# 037626->036722 Repla
37627	12/14/2018	AG & INDUSTRIAL SUPPLY	\$ 624.44	VAC TRAILER-GLUE/JB QUICK
37628	12/14/2018	AGRI-VALLEY IRRIGATION	\$ 21.31	DOGS-CONCRETE BAG
			\$ 51.59	VAC TRAILER-MALE SCHEDULE
			\$ 11.81	DUNKLE ENCLOSED AREA
			\$ 21.30	PARKERS PARK-SPRINKLER
			\$ 2.09	FAN JET/EMITTER
			\$ 25.05	RENO'S METER-SCHEDULE
			\$ 272.97	1225 12TH ST-NUT HEX/COUPLE
		Check Total:	\$ 406.12	
37629	12/14/2018	A.M. PECHE & ASSOCIATE	\$ 1,496.40	CONSULTING SERVICES
37630	12/14/2018	AUTOZONE COMMERCIAL	\$ 73.41	PD#4-WINDOW SWITCH
			\$ 32.38	PW#4-BATTERY
			\$ 14.23	BEEHIVE LIFT STATION-DURALAST
			\$ 15.11	PD#6-ANTIFREEZE/COOLANT
			\$ 7.34	PD-OFFICER MOLINA-CAR WASH
			\$ 19.17	BULBS
			\$ 7.76	PD#4-FLAT BLACK
			\$ 56.14	TRI BALL MOUNT
			\$ (56.14)	PW#23-TRI BALL MOUNT
			\$ 12.94	PW#9-WIPER BLADE
			\$ 2.36	PW#35-OIL FILTER
			\$ 20.19	SHOP TOOL-DRAIN
		Check Total:	\$ 204.89	
37631	12/14/2018	AXCES INDUSTRIAL SUPPI	\$ 660.81	FLOAT AWAY/CITRUS FLOATING

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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37632	12/14/2018	THE BANK OF NEW YORK	\$ 1,750.00	TRUSTEE FEE 11/3/18-11/2/
			\$ 1,750.00	TRUSTEE FEE 11/3/18-11/2/
		Check Total:	\$ 3,500.00	
37633	12/14/2018	CALIFORNIA RURAL WATI	\$ 740.00	MEMBERSHIP DUES 12/2018-1
37634	12/14/2018	CAPE	\$ 45.00	PD-MEMBERSHIP APPLICATION
37635	12/14/2018	CARROT-TOP INDUSTRIES	\$ 988.14	PD-EVENT TENT/IMPRINT
37636	12/14/2018	CINTAS	\$ 20.34	CITY HALL
			\$ 24.09	COMMUNITY CENTER
			\$ 14.50	8000 HELM CANAL
			\$ 98.17	CITY SHOP
			\$ 14.50	8000 HELM CANAL
			\$ 21.73	COMMUNITY CENTER
			\$ 98.17	CITY SHOP
			\$ 20.34	CITY HALL
			\$ 21.73	COMMUNITY CENTER
			\$ 20.34	CITY HALL
			\$ 14.50	8000 HELM CANAL
			\$ 98.17	CITY SHOP
			\$ 20.34	CITY HALL
			\$ 21.73	COMMUNITY CENTER
			\$ 14.50	8000 HELM CANAL
			\$ 100.22	CITY SHOP
		Check Total:	\$ 623.37	
37637	12/14/2018	COMCAST	\$ 670.90	PD-INTERNET
37638	12/14/2018	CENTRAL VALLEY TOXIC	\$ 257.00	PD-DRUG SCREEN
37639	12/14/2018	DEPARTMENT OF JUSTICE	\$ 113.00	PD-FINGERPRINTS
37640	12/14/2018	FERGUSON ENTERPRISES,	\$ 111.32	PW-CTS PET/HDPE DR9
37641	12/14/2018	FIREBAUGH AUTO REPAIR	\$ 170.00	LPW#37-LIGHT TOWER
37642	12/14/2018	FIRST BANKCARD	\$ 70.99	PD-COSTCO OFFICERS/DISPATCH
			\$ (128.82)	PD-HOMEDEPOT SUPPLIES
			\$ 102.33	BEN-BLUE FLAME LUNCH INTE
			\$ 185.99	BEN-GREAT AMERICA XMAS
			\$ 21.60	PIO-OFFICE DEPOT TAPE
			\$ 46.40	PIO-SMART AND FINAL SNACK
			\$ 94.96	PIO-AMAZON SNOW JUICE XMAS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS DECEMBER 1, 2018 - DECEMBER 31, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
37642	12/14/2018	FIRST BANKCARD	\$ 140.48	PIO-FLOWERS.COM BEN/MARIO
			\$ 897.86	PIO-WALMART XMAS PARADE
			\$ 39.98	PIO-AMAZON XMAS PARADE
			\$ 469.35	PIO-AMAZON XMAS PARADE
			\$ 109.03	BEN-CLAWSON MOTORSPORT
			\$ 129.95	BEN-AMERICAN WATER COLLEGE
			\$ 10.96	BEN-AMAZON VAC TAILER DIP
			\$ 302.20	BEN-SEWER TOOL DEPOT
			\$ 42.74	BEN-THE WEBSTAIRANT SENIORS
			\$ 114.03	FD-WAG'N FUR LIFE
			\$ 254.00	PD-OMG NATIONAL MARKETING
			\$ 47.76	PD-WALMART OFFICERS/DISPATCH
			\$ 16.67	PD-PEOPLEFACTS
			\$ 81.40	PD-HOMEDEPOT SUPPLIES
			\$ 22.11	PD-COSTCO WIPES DISINFECTANT
			\$ 371.42	PIO-OFFICE DEPOT DESK NANCY
			\$ 106.44	PIO-AMAZON XMAS PARADE
			\$ 108.50	PIO-CLAWSON MOTORSPORT
Check Total:			\$ 3,658.33	
37643	12/14/2018	FIREBAUGH HARDWARE C	\$ 5.39	SENIOR CENTER-COMPOUND HD
			\$ 6.41	DOG POUND-L SHAPE BRACKET
Check Total:			\$ 11.80	
37644	12/14/2018	FRESNO COUNTY TREASU	\$ 164.04	ACCESS FEES NOVEMBER 2018
37645	12/14/2018	FRESNO CITY COLLEGE	\$ 111.00	PD B. ORTI REGISTRATION
37646	12/14/2018	FRESNO OXYGEN	\$ 54.54	SHOP-PARTS
37647	12/14/2018	GUTHRIE PETROLEUM, INC	\$ 931.42	BULK UNLEADED GASOLINE
			\$ 1,236.53	BULK UNLEADED GASOLINE
			\$ 920.29	BULK UNLEADED GASOLINE
			\$ 1,005.52	BULK UNLEADED GASOLINE
Check Total:			\$ 4,093.76	
37648	12/14/2018	HINDERLITER, deLLAMAS	\$ 54.29	AUDIT SERVICES-SALES QTR
37649	12/14/2018	HOME DEPOT CREDIT SER	\$ 164.45	PARKERS PARK-GRASS SEED
37650	12/14/2018	ICSC	\$ 50.00	FREDDY VALDEZ FEES
37651	12/14/2018	K B ELECTRIC	\$ 220.00	CLINE STORM PUMP STATION-

CITY OF FIREBAUGH ACCOUNTS PAYABLE
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<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
37652	12/14/2018	MANUELS TIRE SERVICE, I	\$ 31.42	JD LAWN MOWER-TUBE
			\$ 16.26	RADIAL PATCH
			\$ 29.26	RADIAL PATCH
			\$ 123.75	JD BACKHOE-TUBE/REPAIR
		Check Total:	\$ 200.69	
37653	12/14/2018	MARKO CONSTRUCTION C	\$ 1,367.05	SENIOR CENTER PROJECT
			\$ 39,834.99	SENIOR CENTER PROJECT
		Check Total:	\$ 41,202.04	
37654	12/14/2018	MEGGIN BORANIAN	\$ 6,000.00	MONTHLY RETAINER FOR DEC18
			\$ 743.05	SPECIAL SERVICES LIGITATI
		Check Total:	\$ 6,743.05	
37655	12/14/2018	MID-VALLEY DISPOSAL	\$ 285.00	WATER TREATMENT PLANT
37656	12/14/2018	PAPA	\$ 45.00	RENEWAL MEMBERSHIP
37657	12/14/2018	PITNEY BOWES GLOBAL F	\$ 506.04	LEASE 9/30/18-12/29/18
37658	12/14/2018	RSG, INC.	\$ 1,672.50	2018-19 SUCCESSOR AGENCY
			\$ 735.00	HOUSING SUCCESSOR AGENCY
		Check Total:	\$ 2,407.50	
37659	12/14/2018	THARP'S FARM SUPPLY	\$ 16.53	DUNKLE-PINESOL
			\$ 6.44	SENSUS-AA
			\$ 8.12	MALDONADO PARK-IOYD EMERY
			\$ 12.16	CEMENT SAW-V BELTS
			\$ 74.73	MALDONADO PUMP-GREASE
			\$ (68.29)	RETURNED RATCHET
			\$ 29.33	VAC TRAILER-TAPE
			\$ 48.91	MALDONADO PARK-GAGE
			\$ 12.54	TIES FOR BANNER XMAS PARA
			\$ 9.38	DOG POUND-CONCRETE
			\$ 14.77	TRUCK#35-SUPPLIES
			\$ 9.78	SWEEPER-ADAPTOR
			\$ 255.63	MALDONADO PARK RESTROOMS-
			\$ 38.84	SPRINKLERS-BATTERIES
			\$ 19.98	STORAGE ROOMS-FOGGER
			\$ 6.44	COMMUNITY CENTER-AA
			\$ 5.72	SENIOR CENTER-SCREWS
			\$ 1.62	PD#4-SCREW ASSORTMENT
			\$ 29.74	SENSUS-BATTERIES
			\$ 5.72	SENIOR CENTER-SCREWS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS DECEMBER 1, 2018 - DECEMBER 31, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
37659	12/14/2018	THARP'S FARM SUPPLY	\$ 10.47	DOG POUND-ROOF CEMENT
			\$ 19.91	DOG POUND-ROOF CEMENT
			\$ 44.84	MALDONADO PARK-MASKING
			\$ 10.47	DOG POUND-ROOF CEMENT
			\$ 5.72	SENIOR CENTER-ANCHOR/SCREW
			\$ 3.24	PD#4-SCREWS ASSORTMENT
			\$ 1.62	PD#4-SCREW ASSORTMENT
			\$ 99.27	SHOP TOOLS-WRENCH
			\$ 65.07	15TH AND Q ST-CEMENT/CAP
			\$ 32.73	SITE #2-SANITIZER/ALLS IN
			\$ 7.94	PD#4-SHRINK TUBE
			\$ 25.91	DUNKLE/PARKERS PARK-SAW
			\$ 4.86	PD-CURTIS KEYS
			\$ 111.37	CHIPPER-PIPE MOUNT JACK
			\$ 1.62	STORM DRAIN-CURTIS KEYS
			\$ 15.56	CHRISTMAS LIGHTS-BLACK TIES
			\$ 38.66	PARKERS PARK-4 TARPS
			\$ 5.78	FD-SUPER GLUE
			\$ 3.51	PARKERS PARK-WOOD SPADE
Check Total:			\$ 1,046.64	
37660	12/14/2018	THOMASON TRACTOR COI	\$ 10.15	CLAMPING LEVER/COVER
37661	12/14/2018	USA BLUEBOOK	\$ 382.40	XL GLOVES/WASH DOWN NOZZLE
37662	12/14/2018	LUIS VALDEZ	\$ 100.00	WORK BOOTS PER M.O.U.
37663	12/14/2018	VERIZON WIRELESS	\$ 575.38	ALL DEPTS CELL PHONES
37664	12/18/2018	CITY OF FIREBAUGH	\$ 89,674.87	PPE 12/14/18 PAYROLL #26
37665	12/18/2018	FRESNO COUNTY CLERK	\$ 2,330.75	CEQA ENVIRONMENTAL DOCUME
37666	12/20/2018	ADAMS ASHBY GROUP, LI	\$ 4,500.00	GENERAL ADMIN-CONTRACT
			\$ 4,500.00	GENERAL ADMIN-MONTHLY
Check Total:			\$ 9,000.00	
37667	12/20/2018	ALERT-O-LITE, INC.	\$ 1,410.72	SANDBAGS/ASPHALT PATCH
37668	12/20/2018	SYNCB/AMAZON	\$ 39.36	PD-ENERGIZER
37669	12/20/2018	BOGIE'S PUMP SYSTEMS	\$ 640.00	LABOR/REPAIR PUMP
37670	12/20/2018	BSK & ASSOCIATES, INC.	\$ 68.76	LAB ANALYSIS
			\$ 268.78	LAB ANALYSIS

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS DECEMBER 1, 2018 - DECEMBER 31, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
37670	12/20/2018	BSK & ASSOCIATES, INC.	\$ 37.50	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 82.50	LAB ANALYSIS
			\$ 67.50	LAB ANALYSIS
			\$ 45.00	LAB ANALYSIS
			\$ 322.50	LAB ANALYSIS
			\$ 37.50	LAB ANALYSIS
			\$ 68.76	LAB ANALYSIS
			\$ 56.28	LAB ANALYSIS
			\$ 900.00	LAB ANALYSIS
			\$ 236.50	LAB ANALYSIS
			\$ 87.51	LAB ANALYSIS
			\$ 46.89	LAB ANALYSIS
			\$ 375.00	LAB ANALYSIS
Check Total:			\$ 2,738.48	
37671	12/20/2018	MARIA CARRANZA	\$ 80.00	A/F HALL CLEANING DEPOSIT
37672	12/20/2018	CED-FRESNO	\$ 90.70	STREET LIGHT-LAMP
37673	12/20/2018	CSJVRMA	\$ 57,027.00	2018/2019 3RD QTR DEPOSIT
37674	12/20/2018	DISH	\$ 5.43	CABLE SENIOR CENTER
37675	12/20/2018	FERGUSON ENTERPRISES,	\$ 1,659.76	PW-PARTS
37676	12/20/2018	FIREBAUGH SUPER MARK.	\$ 32.37	DOG FOOD
			\$ 32.37	DOG KENNEL-DOG FOOD
			\$ 12.07	XMAS PARADE-FORKS/TOWELS
			\$ 32.37	DOG FOOD
			\$ 32.37	DOG FOOD
			\$ 31.20	PD-ACTIVE SHOOTER TRAININ
			\$ 21.26	SENIOR CENTER-COFFEEMATE
			\$ 15.92	COMMUNITY CENTER-AJAX
			\$ 34.02	DOG KENNEL-DOG FOOD
			\$ 91.00	SAUSAGES FOR SANTA BREAKFAST
			\$ 50.30	SENIOR CENTER-SUPPLIES
			\$ 23.98	SENIOR CENTER-NAPKINS/TOW
			\$ 32.37	DOG SHELTER-DOG FOOD
			\$ 3.87	WWTP-TOOTH BRUSH
Check Total:			\$ 445.47	
37677	12/20/2018	FRESNO-MADERA AREA A	\$ 82.11	11/18 NON USDA QUALIFIED
37678	12/20/2018	OCTAVIO GONZALEZ	\$ 150.00	PHYSICAL EXAM B DRIVER LICENSE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS DECEMBER 1, 2018 - DECEMBER 31, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
37679	12/20/2018	HUB INTERNATIONAL	\$ 128.04	SPECIAL EVENT INSURANCE
			\$ 128.04	SPECIAL EVENT INSURANCE
			\$ 128.04	SPECIAL EVENT INSURANCE
			\$ 128.04	SPECIAL EVENT INSURANCE
			\$ 128.04	SPECIAL EVENT INSURANCE
			\$ 128.04	SPECIAL EVENT INSURANCE
		Check Total:	\$ 768.24	
37680	12/20/2018	BRADY JENKINS	\$ 300.00	MONTHLY SALARY
37681	12/20/2018	MADERA CONCRETE COM	\$ 4,000.00	DEMO & REPLACEMENT CORNER
37682	12/20/2018	MARKO CONSTRUCTION C	\$ 85,973.22	SENIOR CENTER PROJECT
37683	12/20/2018	JUAN MEDINA	\$ 120.00	A/F HALL CLEANING DEPOSIT
37684	12/20/2018	PACIFIC GAS & ELECTRIC	\$ 38,503.52	ALL DEPTS #7355932148-1
37685	12/20/2018	FELIPE PEREZ	\$ 300.00	MONTHLY SALARY FOR ATTEND
37686	12/20/2018	CSG CONSULTANTS, INC.	\$ 6,182.67	BUILDING PLAN REVIEW
37687	12/20/2018	QUILL CORPORATION	\$ 52.15	CITY HALL-PAPER 11X17
			\$ 36.68	CALENDAR FOR SENIOR CTR/B
			\$ 159.72	CITY HALL OFFICE SUPPLIES
			\$ 239.41	JANITORIAL SUPPLIES ALL DEPTS
		Check Total:	\$ 487.96	
37688	12/20/2018	MARCIA SABLAN	\$ 300.00	MONTHLY SALARY
37689	12/20/2018	SAN JOAQUIN RIVER EXCI	\$ 58.50	GROUNDWATER SUSTAINABILITY
37690	12/20/2018	SPARKLETTS	\$ 222.00	CITY HALL/PW/POLICE DEPT
37691	12/20/2018	ALFRED VALDEZ	\$ 300.00	MONTHLY SALARY
37692	12/20/2018	SANTOS FORD	\$ 26,955.92	PW-2019 FORD F-1504X2 CRE
37693	12/20/2018	ZEE MEDICAL SERVICE CC	\$ 51.96	PUBLIC WORKS MEDICAL
37694	12/27/2018	CITY OF FIREBAUGH	\$ 4,105.96	RESIGNATION - T. CARRILLO
37695	12/27/2018	AT&T MOBILITY	\$ 688.58	POLICE DEPT #287285052476
37696	12/27/2018	CORBIN WILLITS SYSTEMS	\$ 1,020.18	ADMINISTRATION C/W SERVICE

CITY OF FIREBAUGH ACCOUNTS PAYABLE
WARRANTS DECEMBER 1, 2018 - DECEMBER 31, 2018

<u>Check</u> <u>Number</u>	<u>Check</u> <u>Date</u>	<u>Name</u>	<u>Net</u> <u>Amount</u>	<u>Description</u>
37697	12/27/2018	DEPARTMENT OF JUSTICE	\$ 175.00	PD-BLOOD ALCOHOL ANALYSIS
37698	12/27/2018	CSG CONSULTANTS, INC.	\$ 540.00	BLDG & INSPEC 10/27/18-11
37699	12/27/2018	QUILL CORPORATION	\$ 156.20	OFFICE SUPPLIES CITY HALL
			\$ 10.57	CITY HALL CABLES
			\$ 84.19	OFFICE SUPPLIES CITY HALL
			\$ 26.12	SENIOR CTR-PENCIL SHARPEN
			\$ 44.58	SENIOR CTR-STAPLER/CITY HALL
			\$ 39.89	CITY HALL- CAT5 CABLES
			\$ 356.28	BLDG DEPT-RULER/CITY HALL
			\$ 209.45	RITA-OFFICE SUPPLIES
			\$ 242.83	JANITORIAL SUPPLIES
		Check Total:	\$ 1,170.11	
37700	12/27/2018	RAZZARI AUTO CENTER	\$ 24,495.09	PD-PURCHASE OF 2019 DODGE
37701	12/27/2018	SALEM ENGINEERING GRC	\$ 1,620.00	Q STREET ROADWAY IMPROV.
37702	12/27/2018	JORGE ZARAGOZA	\$ 100.00	PER MOU PURCHASE UNIFORM
37703	12/27/2018	FIREBAUGH AUTO REPAIR	\$ 886.00	2007 DODGE RAM UNIT #10-S
37704	12/27/2018	PIZZA FACTORY	\$ 53.84	PD-DISPATCH MEETING
			\$ 178.05	PD-MANDATORY QTRLY MEETING
		Check Total:	\$ 231.89	
37705	12/27/2018	SURVEILLANCE INTEGRA	\$ 2,199.36	PD-UPGRADE AND REPAIR
37706	12/27/2018	TECH MASTER MANAGEM	\$ 150.00	CITY HALL/SENIOR CTR/PW
37707	12/28/2018	CITY OF FIREBAUGH	\$ 88,786.27	PAY PERIOD ENDING 12/28/18



CITY OF FIREBAUGH SCHEDULE FOR HOLIDAYS YEAR 2019

January 1, 2019	(Monday)	New Year's Day
January 21, 2019	(Monday)	Martin Luther King Jr. Day
February 12, 2019	(Tuesday)	Lincoln's Birthday Day
February 18, 2019	(Monday)	President's Day
April 19, 2019	(Friday)	½ day off - Good Friday
May 27, 2019	(Monday)	Memorial Day
July 4, 2019	(Thursday)	Independence Day 4 th
September 2, 2019	(Monday)	Labor Day
October 14, 2019	(Monday)	Columbus Day
November 11, 2019	(Monday)	Veterans Day – Nov 11
November 28, 2019	(Thursday)	Thanksgiving Day
November 29, 2019	(Friday)	After Thanksgiving Day
December 24, 2019	(Tuesday)	½ day off – Christmas Eve 24 th
December 25, 2019	(Wednesday)	Christmas Day 25 th
December 31, 2019	(Tuesday)	½ day off – New Year's Eve 31 st
January 1, 2020	(Wednesday)	New Year's Day

CITY OF FIREBAUGH

CITY COUNCIL REGULAR MEETING 1st & 3rd MONDAY OF EACH MONTH @ 6:00 PM SCHEDULE 2019

January 1, 2019	(Monday)	Holiday – New Year’s Day - Sunday
January 21, 2019	(Monday)	Holiday – Martin Luther King Jr. Day
February 4, 2019	(Monday)	
February 18, 2019	(Monday)	Holiday - President Day
March 4, 2019	(Monday)	
March 18, 2019	(Monday)	
April 1, 2019	(Monday)	
April 15, 2019	(Monday)	
May 6, 2019	(Monday)	
May 20, 2019	(Monday)	
June 3, 2019	(Monday)	
June 17, 2019	(Monday)	
July 1, 2019	(Monday)	
July 15, 2019	(Monday)	
August 5, 2019	(Monday)	
August 19, 2019	(Monday)	
September 2, 2019	(Monday)	Holiday – Labor Day
September 16, 2019	(Monday)	
October 7, 2019	(Monday)	
October 21, 2019	(Monday)	
November 4, 2019	(Monday)	
November 18, 2019	(Monday)	
December 2, 2019	(Monday)	
December 16, 2019	(Monday)	

**** City of Firebaugh Cantaloupe Round-Up**

July 25, 26, 27, & 28, 2019

CITY OF FIREBAUGH

COMMITTEE MEETING ASSIGNMENTS

YEAR 2019

1. City of Firebaugh/Council Meeting.

Date of Meeting: First and third Monday of each month
Time: 6:00 p.m.
Location: Andrew Firebaugh Community Center,
1655 13th Street, Firebaugh

Members: Mayor Marcia Sablan
Mayor Pro Tem Elsa Lopez
Council Member Freddy Valdez
Council Member Brady Jenkins
Council Member Felipe Perez

2. City of Firebaugh Planning and Zoning Commission Meeting.

Date of Meeting: Second Monday of each month.
Time: 6:00 p.m.
Location: Andrew Firebaugh Community Center,
1655 13th Street, Firebaugh

Members:	Planning/Zoning Chair	Mark Fickett
	Planning/Zoning Vice-Chair	Ivan Garcia
	Planning/Zoning Commissioner	Matthew Diedrich
	Planning/Zoning Commissioner	Silvia Renteria
	Planning/Zoning Commissioner	Dennis Vasquez
	Planning Consultant	Karl Schoettler
	City Manager	Ben Gallegos

3. Fresno COG Meeting

Policy Advisory Committee

Date of Meeting: Second Friday of each month
Time: 10:00 a.m.
Location: Fresno County Room 600

Member: City Manager Ben Gallegos

COG/Fresno County Rural Transit Agency

Date of Meeting: Last Thursday of each month
Time: 5:30 p.m.
Location: Fresno County Room 600

4. Firebaugh Christmas Planning Committee Meeting

Date of Meeting: Date/Time is not set.
Time:
Location: Firebaugh City Hall, Conference Room
1133 P Street, Firebaugh

Members:	Mayor	Marcia Sablan
	Mayor Pro Tem	Elsa Lopez
	City Manager	Ben Gallegos
	Department Heads	Sal Raygoza
		Ben Gallegos
		Isabel Saldivar
	Others	Citizens

5. Firebaugh Annual Cantaloupe Round-up Festival

Date of Meeting: Date/Time is not set.
Time:
Location: Andrew Firebaugh Community Center

Members:	Mayor	Marcia Sablan
	Mayor Pro Tem	Elsa Lopez
	City Manager	Ben Gallegos
	Department Heads	Sal Raygoza
		John Borboa
		Ben Gallegos
		Pio Martin
		Isabel Saldivar
		Others

6. Firebaugh Park and Recreation Board Meeting.

Date of Meeting: Third Wednesday of each month.
Time: 11:30 a.m.
Location: Firebaugh City Hall, Conference Room
1133 P Street, Firebaugh

Members:	Mayor	Marcia Sablan
	Mayor Pro Tem	Elsa Lopez
	City Manager	Ben Gallegos
	School Dist. Superintendent	Russell Freitas
	School Board Member	Vacant
	Citizen	Bette Carter

7. San Joaquin Valley Air Pollution Control District
Special City Selection Committee Members for the City of Firebaugh

Members:	Mayor	Marcia Sablan
	Mayor Pro Tem	Elsa Lopez (Alternate)

8. Airport Advisory Committee

Date of Meeting:	Second Wednesday of every Month
Time:	11:00 A.M.
Location:	City Hall Conference Room

City Manager	Ben Gallegos
	Dino Lorenzetti
	Bill Davis
	Chris Von Allman
	Conlin Reis
	Tom Cooke

Alternates:	Doug Thiel
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STAFF REPORT

TO: Firebaugh City Council

FROM: Ben Gallegos, City Manager

DATE: January 22, 2019

SUBJECT: Resolution Awarding a Contract to Gouveia Engineering, Inc. and Authorizing City Manager to Execute the Agreement for On-Call Engineering Services for Federally Funded Transportation Projects for the City of Firebaugh

BACKGROUND

The City of Firebaugh is responsible for constructing transportation projects that are state and federally funded. These Federal funds are provided by the Federal Highways Administration (FHWA). In order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Engineering are contracted out to qualified firms. These type of services can be offered on an on-call basis. The Federal regulations allow local agencies to award an on-call contract for a maximum of five (5) years.

The City of Firebaugh's current contract for FHWA Engineering Services has expired. The City is in need of a qualified Consultant to continue these services for ongoing as well as any other future transportation projects funded strictly with Federal grants.

DISCUSSION

City staff prepared and issued a request for qualifications for consultants to provide on-call FHWA Engineering Services for an initial term of three (3) years with an option for two additional 1-year terms (5 years total). Two (2) statement of qualifications were received from the following firms:

1. Gouveia Engineering Inc.
2. A&M Consulting Engineers

City staff reviewed the proposals and selected Gouveia Engineering as the most qualified firm to provide these on-call services for the City of Firebaugh. City staff found the consultant hourly fees from the selected firm acceptable and recommends the City Council to award an on-call contract not to exceed \$1,000,000 as shown on the attached consultant contract and proposal fees. This resolution delegates the authority to the City Manager to execute the agreement.

FISCAL IMPACT

The on-call contract fees would be funded from Federal grants awarded for City projects.

RECOMMENDATION

Staff recommends that the Council adopt Resolution No. 19-07, awarding a contract to Gouveia Engineering Inc. and authorizing the City Manager to execute the agreement for on-call engineering services for federally funded transportation projects for the City of Firebaugh.

ATTACHMENTS

1. Resolution No. 19-07.
2. Consultant Services Contract effective January 22, 2019
3. Gouveia Engineering Proposal Fees dated August 31, 2018

RESOLUTION NO. 19-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIREBAUGH AWARDING A CONTRACT TO GOUVEIA ENGINEERING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS FOR THE CITY OF FIREBAUGH

WHEREAS, the City of Firebaugh is responsible for constructing transportation projects that are state and federally funded; and

WHEREAS, these Federal funds are provided by the Federal Highways Administration (FHWA); and

WHEREAS, in order to comply with the Federal regulations and due to limited staffing and expertise, certain services including Engineering are contracted out to qualified firms; and

WHEREAS, these services can be offered on an on-call basis through a contract with a term for a maximum of five (5) years as allowed by the Federal regulations; and

WHEREAS, the City of Firebaugh's current contract for FHWA Engineering Services has expired and the City is in need of a qualified Consultant to continue these services for ongoing as well as any other future transportation projects funded strictly with Federal grants; and

WHEREAS, the City prepared and issued a request for qualifications for consultants to provide on-call FHWA Engineering Services for an initial term of three (3) years with optional two 1-year terms (5 years total); and

WHEREAS, the City received two statement of qualifications from the following firms:

1. Gouveia Engineering, Inc.
2. A&M Consulting Engineers; and

WHEREAS, City staff selected Gouveia Engineering as the most qualified firm to provide these on-call services for a contract not to exceed \$1,000,000 and based on the Consultant hourly fees dated August 31, 2018; and

WHEREAS, the City Council desires to enter into a contract with Gouveia Engineering and delegates the City Manager to execute the agreement effective January 22, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FIREBAUGH RESOLVES the following:

1. The City Council approves the contract with Gouveia Engineering Inc. to provide on-call engineering services for federally funded transportation projects for the City of Firebaugh, for a contract not to exceed \$1,000,000 per Consultant Hourly Fees dated August 31, 2018, and a maximum term of 5 years.

2. The City Council authorizes the City Manager to execute the agreement effective January 22, 2019, with Gouveia Engineering, Inc.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Firebaugh the 22nd day of January, 2019, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Marcia Sablan, Mayor

Rita Lozano, Deputy City Clerk

ATTEST:

I, Rita Lozano, Deputy City Clerk of the City of Firebaugh, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said City Council, held at the Firebaugh Council Chambers on January 22, 2019, by the following vote:

Rita Lozano, Deputy City Clerk

CONSULTANT SERVICES CONTRACT
For the City of Firebaugh
for On-Call Engineering Services for Federally Funded Transportation Projects

THIS ON-CALL ENGINEERING SERVICES CONTRACT FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS (the "contract") is entered into by and between the CITY OF FIREBAUGH, herein called the "CITY", AND GOUVEIA ENGINEERING, INC., herein call the "CONSULTANT".

RECITALS

- A. CITY desires to obtain contract services to provide On-Call Engineering Services for Federally Funded Transportation Projects.
- B. CONSULTANT hereby warrants to the CITY that CONSULTANT is skilled and able to provide such services described in this contract.
- C. CITY desires to retain CONSULTANT pursuant to this contract to provide the services described herein.

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the "CONSULTANT" is as follows:

Gouveia Engineering, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Mario B. Gouveia.

The name of the "CITY" is as follows:

City of Firebaugh

The Contract Administrator for CITY will be Ben Gallegos.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated August 31, 2018. The approved CONSULTANT's Cost Proposal is attached hereto (ATTACHMENT 1) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to the negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of CITY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant Services

- Consultant services shall be those as required and listed on the City of Firebaugh Request for Qualifications (ATTACHMENT 2) and Gouveia Engineering Statement of Qualifications for On-Call Engineering Services for Federally Funded Transportation Projects (ATTACHMENT 3), all attached hereto and incorporated by reference.

B. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

C. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

D. Deliverables and Number of Copies

CONSULTANT to submit Draft Reports to CITY in electronic format, Final Reports are to be one hard copy and one electronic copy.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the Contract Administrator 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.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the project(s).

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

- A. This contract shall go into effect on January 22, 2019, contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on January 22, 2022, unless extended by contract amendment. The contract may be extended for two (2) additional one-year terms upon mutual agreement between CONSULTANT and CITY. The contract shall not exceed a total of five (5) years.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (ATTACHMENT 1). The specified hourly rates shall include direct salary costs, indirect costs (employee benefits and overhead), and fee. These rates are not adjustable for the first three (3) years of the Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule, DBE commitment and will designate a CITY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. 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 estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by CITY, and notification to proceed has been issued by CITY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

- J. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by CITY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to CITY's Contract Administrator at the following address:

City of Firebaugh
Ben Gallegos, Contract Administrator
1133 "P" Street
Firebaugh, CA 93622
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by CITY for all Task Orders resulting from this contract shall not exceed \$1,000,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI TERMINATION (Verbatim)

- 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.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- 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 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

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.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- 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.
- 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 the CITY's contract manager to conform to the audit or review recommendations. CONSULTANT agrees the individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local

government 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.

ARTICLE X SUBCONTRACTING (Verbatim)

- 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).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- 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.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

- 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>.

ARTICLE XIII 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.

ARTICLE XIV 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.

ARTICLE XV PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

- 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.

ARTICLE XVI 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.

ARTICLE XVII 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.

ARTICLE XVIII 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.

ARTICLE XIX 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.

ARTICLE XX 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 5%. 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.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling 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 employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- A. 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 FINANCE DIRECTOR, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. 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.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, 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.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY 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.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV INSURANCE

- A. CONSULTANT shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- B. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, CONSULTANT shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY.
- C. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- D. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from CONSULTANT's operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to CITY.
2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

3. That CITY will not be responsible for any premiums or assessments on the policy.

CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XXVI OWNERSHIP OF DATA

- A. 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.
- B. 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.
- C. 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 many be authorized in writing by CONSULTANT.
- D. 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).
- E. 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.

ARTICLE XXVII CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. 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.
- B. 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.

- C. 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.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY 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 CITY 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 CITY, 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.

ARTICLE XXIX 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.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI 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.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Gouveia Engineering, Inc.
Mario B. Gouveia, Project Manager
456 Sixth Street
Gustine, CA 95322

CITY:

City of Firebaugh
Ben Gallegos, Contract Administrator
1133 "P" Street
Firebaugh, CA 93622

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named CITY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

CITY OF FIREBAUGH:

GOUVEIA ENGINEERING, INC.:

BEN GALLEGOS, CITY MANAGER

MARIO B. GOUVEIA, PRESIDENT

**EXHIBIT 10-H2
Cost Proposal****EXHIBIT 10-H2 COST PROPOSAL** Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Gouveia Engineering Inc.☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantProject No. _____ Contract No. _____ Participation Amount \$ 1,000,000.00 Date 08/31/2018

For Combined Rate	Fringe Benefit 38.41% + General and Administrative 66.31%	=	104.72% Combined
OR			
For Home Office Rate	Fringe Benefit % + General and Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General and Administrative %	=	Field Office ICR%

	Fee	=	15%
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BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Mario Gouveia – President/Principal Engineer*	\$181.09	\$271.63	\$362.18	01/01/2018	12/31/2018	\$76.92	0.0%	Not Applicable
Noe Martinez – Principal Engineer	\$147.14	\$220.71	\$294.28	01/01/2018	12/31/2018	\$62.50	0.0%	
Carlos Fernandez – Senior Engineer	\$113.19	\$169.78	\$226.38	01/01/2018	12/31/2018	\$48.08	0.0%	
Danny Reed – Project Manager	\$107.52	\$161.28	\$215.04	01/01/2018	12/31/2018	\$45.67	0.0%	Not Applicable
Linda Gouveia – Vice-President/ Engineering Asst II	\$158.47	\$237.70	\$316.94	01/01/2018	12/31/2018	\$67.31	0.0%	
Mark Arrieta – Engineering Asst II	\$80.05	\$120.07	\$160.10	01/01/2018	12/31/2018	\$34.00	0.0%	
Tina Whittsit – Engineering Asst I	\$47.09	\$70.63	\$94.18	01/01/2018	12/31/2018	\$20.00	0.0%	Not Applicable

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant Gouveia Engineering Inc. ☒ Prime Consultant ☐ SubconsultantProject No. _____ Contract No. _____ Date 08/31/2018

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	N/A	N/A	N/A	IRS Std Mileage Rate
Subconsultant 1: Central Valley Engineering & Surveying Inc.				\$ TBD
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:Name: Mario B Gouveia, PETitle *: President/Principal EngineerSignature : Date of Certification (mm/dd/yyyy): 08/31/2018Email: mgouveia@gouveiaengineering.comPhone Number: (209) 854-3300Address: 456 Sixth Street, Gustine, CA 95322

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

List services the consultant is providing under the proposed contract:

On-call Engineering Services for Federally Funded Transportation Projects.



CITY OF FIREBAUGH

**REQUEST FOR QUALIFICATIONS
FOR
ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED
TRANSPORTATION PROJECTS**

Date Released: May 2, 2018

**City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622**

PROPOSALS ARE DUE PRIOR TO 4:00 P.M., June 15, 2018

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REQUEST FOR QUALIFICATIONS

ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS

The City of Firebaugh (CITY) is seeking qualified consulting firms to provide on-call engineering services for State and Federally Funded Transportation Projects. The response to this solicitation will be in the form of a Statement of Qualifications.

Total amount payable to the Consultant shall not exceed \$1,000,000. The agreement shall be for an initial term of 3 years with an option to extend the agreement for 2 additional 1-year terms (5 years total).

All qualified firms interested in providing these services are invited to submit their Statement of Qualifications (SOQs). Interested firms shall submit a Letter of Interest to the CITY, attn: Ben Gallegos, requesting a copy of the RFQ. An electronic copy of the RFQ will be provided to the email address listed in the Letter of Interest.

The Consultant's SOQs will be evaluated and ranked according to the criteria provided in Appendix B, "Proposal Evaluation," of this RFQ.

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

<http://firebaugh.org/>

It shall be the Consultant's responsibility to contact the CITY to obtain any addenda that may be issued.

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

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's SOQs. The hard copies and CD/DVD shall be received by the CITY prior to **4:00 P.M., June 15, 2018**. SOQs shall be submitted in a sealed package clearly marked "ON-CALL ENGINEERING SERVICES FOR FEDERALLY FUNDED TRANSPORTATION PROJECTS" and addressed as follows:

Mr. Ben Gallegos
City Manager
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

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

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified submittal must be received prior to 4:00 P.M., June 15, 2018.

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

Upon review of submitted proposals, the Selection Committee will determine whether interviews are necessary to determine a Consultant selection. Interviews will be held with the top three ranked consultants. The CITY reserves the right to hold interviews or make a Consultant selection based solely on the Statement of Qualifications received.

This RFQ does not commit the CITY to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The CITY reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the CITY to do so. The CITY also reserves the right and intends to award only one contract resulting from this RFQ. Furthermore, a contract award may not be made based solely on price.

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

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

The anticipated Consultant selection schedule is as follows:

SOQ review and evaluation: 06/18/18 – 06/22/18

Oral interviews: 06/25/18 – 06/29/18

Consultant Ranking: 07/02/18 – 07/06/18

Cost Negotiation: 07/09/18 – 07/13/18

Contract Award: August 6, 2018

Any questions related to this RFQ shall be submitted in writing to the attention of Mr. Ben Gallegos via email at bgallegos@firebaugh.org. Questions shall be submitted before 5:00 PM on June 8, 2018.

PROJECT DESCRIPTION AND BACKGROUND

The CITY will select a Consultant to provide on-call engineering services related to federal and state funded projects. The Consultant shall provide civil engineering, land surveying, construction management/administration services and follow the CITY Standards along with all pertinent State, Federal and CITY rules and regulations.

The solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the contract term. Task Orders will be issued for specific projects. The CITY does not guarantee a specific dollar amount or number of projects to be awarded under this contract.

SCOPE OF SERVICES

PURPOSE OF WORK

The CITY constructs several roadway and other transportation related projects every year that are state and federally funded. In order to comply with state and federal regulations and due to limited staffing and expertise, certain services are contracted out. The selected Consultant shall perform site investigations, cost estimating, preliminary engineering, civil engineering design, land surveying, construction management and other services as deemed necessary by the CITY for which the Consultant is qualified related to federal and state funded transportation projects. The Consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued. The Consultant may provide services to the CITY including, but not limited to, the following:

Specifically, the Consultant selected will be required to complete the following tasks:

1. **Project Management** – The Consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities including but not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, filed review, tracking action items for the CITY and Consultant sub-contractors, and preparing all submissions for the CITY to submit to Caltrans Local Assistance.
2. **Preliminary Engineering Studies** – Develop general project locations and design concepts and related activities needed to establish the parameters for final design such as Geometrics, Hydraulics, Geotechnical, Bridge, Landscape Architecture, Traffic Operations, Electrical, ITS Elements, etc.
3. **Survey and Mapping** – The Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, design, cost estimates, right-of-way impacts, and the level of environmental clearance. The scope of comprehensive base mapping and surveying includes but is not limited to Control Surveys, Aerial Photogrammetry, Limited Design Level Topographic Surveys, Right-of-Way Retracement, and a Record of Survey.
4. **Environmental Studies and Documentation** – Complete the environmental review; including submitting the Caltrans Preliminary Environmental Study and preparing any required technical studies to complete the NEPA document. Consultant will assist the CITY in preparing the CEQA document as requested.

5. **Utility Coordination** – Submit improvement plans to utility companies in accordance with their requirements. Coordinate utility relocations, including relocation of the utility poles, as needed.
6. **Right of Way Phase & Determination** – Consultant shall prepare Request for Authorization to advance project to Right of Way Phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. When authorized, Consultant shall review right-of-way records and establish additional right-of-way along the entire alignment, if necessary.
7. **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with CITY and Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget. PS&E shall be submitted to the CITY at 60%, 90%, and final contract documents.
8. **Coordination with Adjacent Properties** – Coordinate with adjacent property to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal.
9. **Construction Phase Authorization** – Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual.
10. **Bid Process** – Provide an electronic copy of the final approved plans and specifications, a copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans and specifications shall be provided as PDF files. Consultant will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the Consultant as necessary.
11. **Construction Management** – Consultant shall provide construction management and construction observation services during construction. Construction management scope of activities including but not limited to, convene a pre-construction meeting with CITY, contractors, utility company representatives, etc., perform construction staking, construction observation during construction, daily field reports, prepare and maintain detailed documentation including photographs and/or video if warranted, convene construction progress meetings as required, review contractor pay requests, review proposed change orders, review and recommend final acceptance of project by CITY.
12. **Grant Administration** – Consultant shall prepare and submit Requests for Authorization (RFA) to Caltrans Local Assistance for the various phases of work including:
 - Preliminary Engineering (PE)
 - Right of Way (R/W)
 - Utility Relocation (RW/UTIL)
 - Construction (CON)

Consultant shall prepare and submit Award Package and Final Report of Expenditures to Caltrans and shall assist the City on the preparation of Federal and State invoices.

These services shall be in accordance with Caltrans Standards, FHWA Standards, and the City's Standards.

TASK ORDERS

All work performed under this contract will require approval by the CITY Contract Administrator and issued through a Task Order. A task order shall be requested from the consultant to identify and refine the scope of services prior to the CITY issuing the task order. The task order shall identify and refine the scope of services for any specific project. The task order shall detail the tasks required for particular projects, schedule, DBE Commitment, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and the completion date.

Pursuant to an authorized Task Order, the Consultant shall provide engineering services and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the Consultant's services and work product. The Consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with CITY standards.

The potential projects may vary in scope and size, and may encompass any type of improvement for the transportation system including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.

The Consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator.

The Consultant shall maintain a set of project files that shall be provided to the CITY upon request.

The Consultant shall have the ability to respond in a timely and cost-efficient manner to CITY requests.

GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant responsible person, shall be a qualified professional civil engineer experienced with design and administration of federal and state funded transportation projects and shall be currently employed by the Consultant or its Subconsultants at the time the deliverables are submitted to the CITY for consideration under the review and acceptance process.

The Consultant is required to submit a written request and obtain the CITY's Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposals. The substitute personnel shall have the same job classification as set forth herein or in the Consultant's Cost Proposal not exceed the billing rate, and meet or exceed the

qualifications and experience level of the previously assigned personnel, at no additional cost to the CITY. The substitute personnel shall have significant experience in the work involving a similar transportation facility for at a minimum two (2) previous projects, unless otherwise approved by the CITY's Contract Administrator.

The Consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in this Contract and in the Task Orders and shall have a documented minimum ten (10) years of demonstrated experience acceptable to CITY in management and delivery of federally funded transportation projects for local agencies.

In addition to other specified responsibilities, the Consultant Project Manager shall be responsible for all matters related to the Consultant's personnel, subconsultants, and Consultant's and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined and that criteria are specific, measurable, attainable, realistic and time-bound.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
- c. Assigning qualified personnel to complete the required Task Order work in coordination with the CITY Contract Administrator.
- d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Subconsultant personnel.
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to CITY.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the CITY Contract Administrator.
- m. Monitoring and maintaining required DBE involvement.
- n. Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
- o. Knowledge, experience, and familiarity with prevailing wage issues and requirements in State of California.

DELIVERABLES

As agreed upon by the CITY and Consultant in a Task Order for each project.

SCHEDULE

As agreed upon by the CITY and Consultant in a Task Order for each project.

METHOD OF PAYMENT

Consultant shall be paid based on the Specific Rates of Compensation for this contract and for the amount as agreed upon by the CITY and Consultant in a Task Order for each project. Consultant shall submit requests for monthly progress payments.

MATERIALS TO BE PROVIDED BY THE CONSULTANT

Unless otherwise specified, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

APPENDIX A – SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Statement of Qualifications (SOQ's) by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and content.

SOQ's shall contain the following information in the order listed:

1. Introductory Letter

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

Mr. Ben Gallegos
City Manager
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

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

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

2. Consultant Information, Qualifications & Experience

The CITY will only consider submittals from Consultants that demonstrate they have successfully completed comparable contracts with different agencies for on-call engineering services. These contracts must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) contracts which include the following information:

1. Contracting agency
2. Contracting agency Project Manager/Contact Person including name, address and phone
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information

Describe and list demonstrated experience on projects administered by Caltrans Local Assistance and funded by State and/or Federal funds

*** Please Note:** Firm must have previous experience administering State and Federal funding programs including but not limited to RSTP, CMAQ, HSIP, ATP, etc. Experience must relate to Caltrans Local Assistance projects occurring within the past three (3) years.

3. Organization and Approach

1. Describe the roles and organization of your proposed team for this on-call engineering services contract. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this contract. Provide an organizational chart.
2. Describe your project and management approach.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for projects under this contract, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of contract, and should be committed to stay for the duration of the contract.
4. Demonstrate that the Consultant's project manager and project staff have sufficient availability and/or that Consultant has sufficient resources to timely deliver City's Federal and State Funded transportation projects.

4. Past Experience on City Projects

Include a description of past City projects (minimum of five) in which your firm has been involved, including the following:

1. Project Description
2. Year of Completion
3. Construction Cost (or Consultant cost if not an infrastructure project)
4. City Contact

5. Conflict of Interest Statement

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing design engineering services and/or construction engineering services under a contractual relationship with a construction contractor(s) on any CITY project related to this solicitation.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any design engineering services including claim services, lead project management services and construction engineering services provided to all other clients on any CITY project related to this solicitation.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the CITY's projects related to this solicitation. The submitted documentation will be used for determining potential conflicts of interest. The CITY will use this documentation to determine whether the firm may provide the specified services under this contract.

If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the CITY Contract Administrator regarding the conflicts of interest. The CITY Contract Administrator may terminate the Task Order involving the conflict of interest and the CITY may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the CITY Contract Administrator may be grounds for termination of the contract.

6. Litigation

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

7. Contract Agreement

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

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

A contract WILL NOT be awarded to a consultant without an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.

8. Federal-Aid Provisions

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

- Sample Cost Proposal (LAPM 10-H2)
- Disclosure of Lobbying Activities (LAPM 10-Q)
- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-01). **The local agency's contract DBE Goal is 0%.** Non-zero DBE goals will be established on a project-by-project basis. Therefore, non-DBE proposers are required to retain DBE consultants for this contract. The DBE consultant(s) shall be listed on Exhibit 10-01.
- Consultant Annual Certification of Indirect Costs and Financial Management System (LAPM 10-K)
- A&E Consultant Financial Document Review Request Letter (LAPM 10-A)

This solicitation is financed in whole or in part with Federal funds and therefore subject to Title 49, Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". To ensure equal participation for Disadvantaged Business Enterprise (DBE) groups specified in 49 CFR 26.5, a DBE participation is required. Only participation by certified DBEs will count toward the contract goal for this solicitation. In order to count toward a contract goal, a firm must be certified by the California Unified Certification Program (CUCP) and possess the work codes applicable to the type of work the firm will perform on the Agreement by the SOQ submittal due date. For a list of work codes, go to http://www.dot.ca.gov/hq/bep/find_certified.htm.

It is the proposer's responsibility to verify that the DBE firm is certified as a DBE by the specified SOQ submittal due date and time. For a list of DBEs certified by the CUCP, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

Reference "Statement of Qualifications Submittal Requirements" for detailed information and references to the required forms. Required forms will be made part of the agreement.

Federal and/or State prevailing wage rates may apply. This requirement, if applicable, will be specified in the Consultant Agreement.

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

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

Title VI of the Civil Rights Act of 1964: The Consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000D) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity: In connection with the performance of the contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Cost Principles, Financial Management and Accounting System Requirements: Contract Cost Principles and Procedures, 48 CFR, *Federal Acquisitions Regulation Systems (FAR)*, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allow ability of individual items. The overhead rate shall be established by an audit by a cognizant government agency or independent CPA firm.

All firms submitting SOQs (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48 CFR 31, "*Federal Acquisition Regulations, Contract Cost Principles and Procedures*," 23 CFR 172, "*Administration of Negotiated Contracts*", and 49 CFR, Part 18, "*Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*".

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through the City, Caltrans Local Assistance, and Local Assistance Procedures Manual.

9. Cost Proposal

In order to assure that the CITY is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the SOQ shall include the Consultant's Specific Rates of Compensation for this contract. ***The Specific Rates of Compensation shall be provided on the attached LAPM 10-H2 Cost Proposal Form – Specific Rate of Compensation for On-call Contracts (Appendix D) and submitted in a separate sealed envelope from the SOQ.*** The Consultant's Specific Rates of Compensation are confidential and shall remain sealed. Upon completion of the Consultant selection process, only the cost proposal from the selected Consultant shall be opened. All other (unopened) cost proposals shall be returned in accordance with Appendix B.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

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

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

The selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. Interviews will be held with the top three ranked candidates. In the event that the City receives no more than one SOQ, the CITY may opt to not conduct an oral interview.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

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

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of submittal
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

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

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	30
3	Organization & Approach	15
4	Past Experience on City Projects	20
5	Staff Availability	10
6	Conflict of Interest Statement	Pass/Fail
7	Familiarity with State & Federal Procedures	10
8	References	15
Subtotal:		100

No.	Interview Evaluation Criteria (if necessary)	Weight
9	Presentation by team	10
10	Qualifications & Experience	15
Subtotal:		25
Total: (if interviews are necessary)		125

1. Completeness of Response (Pass/Fail)

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

2. Qualifications & Experience (30 points)

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

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward

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

4. Past Experience on City Projects (20 points)

- a. Consultant demonstrates experience with performance of services within the CITY jurisdiction for projects similar in nature to those related to this solicitation.
- b. Consultant demonstrates successful completion of said projects.
- c. Consultant is familiar with City staff and standards.

5. Staff Availability (10 points)

- a. Consultant demonstrates project team staff is available and able to promptly respond to requests throughout the contract duration in order to timely deliver projects.

6. Conflict of Interest Statement (Pass/Fail)

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

7. Familiarity with State and Federal Procedures (10 points)

- a. Demonstrates past experience administering State and Federal funding programs including but not limited to RSTP, CMAQ, HSIP, ATP, etc.
- b. Demonstrates familiarity with the Federal Aid Program and Caltrans Local Assistance.

8. References (15 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for comparable contract for on-call engineering services.

9. Presentation by Team (if necessary) (10 points)

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

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

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

APPENDIX C – SAMPLE CONTRACT AGREEMENT

CONSULTANT SERVICES CONTRACT (For Local Assistance Federal-aid Projects)

THIS ON-CALL MATERIALS TESTING AND GEOTECHNICAL ENGINEERING SERVICES CONTRACT (the "contract") is entered into as of the __ day of _____, 20__ by and between the CITY OF _____, herein called the "CITY", AND _____, herein call the "CONSULTANT".

RECITALS

- A. CITY desires to obtain contract services to provide On-Call Materials Testing and Geotechnical Engineering Services for Federally Funded Transportation Projects.
- B. CONSULTANT hereby warrants to the CITY that CONSULTANT is skilled and able to provide such services described in this contract.
- C. CITY desires to retain CONSULTANT pursuant to this contract to provide the services described herein.

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, CITY:

The name of the "CONSULTANT" is as follows:

[CONSULTANT NAME]

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be [CONSULTANT NAME].

The name of the "CITY" is as follows:

[CITY NAME]

The Contract Administrator for CITY will be [NAME].

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated [DATE]. The approved CONSULTANT's Cost Proposal is attached hereto [(ATTACHMENT NUMBER)] and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected

with the services provided hereunder due to the negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. Without the written consent of CITY, this contract is not assignable by CONSULTANT either in whole or in part.
- F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant Services

- [DESCRIPTION OF CONSULTANT SERVICES]

B. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

C. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of CITY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

D. Deliverables and Number of Copies

CONSULTANT to submit Draft Reports to CITY in electronic format, Final Reports are to be one hard copy and one electronic copy.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for the Contract Administrator 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.
- B. CONSULTANT's Project Manager shall meet with CITY's Contract Administrator, as needed, to discuss progress on the project(s).

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

- A. This contract shall go into effect on [DATE] contingent upon approval by CITY, and CONSULTANT shall commence work after notification to proceed by CITY'S Contract Administrator. The contract shall end on [DATE], unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on CITY until the contract is fully executed and approved by CITY.
- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by CITY, CITY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a CITY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both CITY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. 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 estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by CITY, and notification to proceed has been issued by CITY'S

Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

- J. A Task Order is of no force or effect until returned to CITY and signed by an authorized representative of CITY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by CITY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by CITY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due CITY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to CITY's Contract Administrator at the following address:

CITY
[NAME], Contract Administrator
[ADDRESS]
[CITY, STATE ZIP]

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by CITY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by CITY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

ARTICLE VI TERMINATION (Verbatim)

- 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.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- 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 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to CITY.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

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.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

- 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.
- 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 the CITY's contract manager to conform to the audit or review recommendations. CONSULTANT agrees the individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local government 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.

ARTICLE X SUBCONTRACTING (Verbatim)

- 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).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

- 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.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

- 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>.

ARTICLE XIII 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.

ARTICLE XIV 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.

ARTICLE XV PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING (Verbatim)

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.

ARTICLE XVI 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.

ARTICLE XVII 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.

ARTICLE XVIII 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.

ARTICLE XIX 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.

ARTICLE XX 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 ____%. 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.

ARTICLE XXI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling 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 employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, CITY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXII DISPUTES

- A. 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 FINANCE DIRECTOR, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by CITY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. 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.

ARTICLE XXIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit CITY, 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.

ARTICLE XXIV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by CITY Safety Officer and other CITY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, CITY 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.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXV INSURANCE

- A. CONSULTANT shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- B. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, CONSULTANT shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY.
- C. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- D. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from CONSULTANT's operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.
- E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

The Certificate of Insurance will provide:

- 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to CITY.
- 2. That CITY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
- 3. That CITY will not be responsible for any premiums or assessments on the policy.

CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or

times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of CITY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, CITY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XXVI OWNERSHIP OF DATA

- A. 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.
- B. 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.
- C. 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.
- D. 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).
- E. 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.

ARTICLE XXVII CLAIMS FILED BY CITY'S CONSTRUCTION CONTRACTOR

- A. 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.
- B. 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.
- C. 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.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to CITY's operations, which are designated confidential by CITY 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 CITY 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 CITY, 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.

ARTICLE XXIX 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.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by CITY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI 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.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

[CONSULTANT NAME]
[CONSULTANT NAME], Project Manager
[CONSULTANT ADDRESS]

CITY:

CITY
[NAME], Contract Administrator
[ADDRESS]
[CITY, STATE ZIP]

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named CITY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIV SIGNATURES

CITY:

CONSULTANT:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

APPENDIX D – REQUIRED LOCAL ASSISTANCE EXHIBITS

EXHIBIT 10-H2	SAMPLE COST PROPOSAL
EXHIBIT 10-I	NOTICE OF PROPOSERS DBE INFORMATION'
EXHIBIT 10-K	CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM
EXHIBIT 10-A	A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST LETTER
EXHIBIT 10-O1	CONSULTANT DBE COMMITMENT
EXHIBIT 10-O2	CONSULTANT CONTRACT DBE COMMITMENT
EXHIBIT 10-Q	DISCLOSURE OF LOBBYING ACTIVITIES

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

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

Note: Mark-ups are Not Allowed

Consultant _____ ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

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

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

Fee	=	%
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BILLING INFORMATION

CALCULATION INFORMATION

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

(Add pages as necessary)

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant _____ ☐ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date _____

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

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).

5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
Subconsultants must provide their own cost proposals.
- 11.

Exhibit 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 0%. The DBE Goal for each specific project will be determined as part of the Task Order.

1. TERMS AS USED IN THIS DOCUMENT

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.

The term “Agreement” also means “Contract.”

Agency also means the local entity entering into this contract with the Contractor or Consultant.

The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2 *Consultant Contract DBE Information* shall be completed and submitted to the Local Agency after contract award to reflect the approved contract fees. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants

5. RESOURCES

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

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

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

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

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

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

Consultant's Full Legal Name: _____

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

Indirect Cost Rate:

Combined Rate _____ % **OR**

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information

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

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

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

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

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

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

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

**EXHIBIT 10-A A&E CONSULTANT FINANCIAL DOCUMENT REVIEW
REQUEST LETTER**

(For Proposed A&E Consultant Contracts of \$150,000 or Greater)

Department of Transportation

Date: _____

Independent Office of Audits and Investigations, MS 2

Attention: External Audit Manager

Federal Project Number: _____

P.O. Box 942874

Sacramento, CA 94274-0001

conformance.review@dot.ca.gov

Project Description: _____

To Caltrans Independent Office of Audits and Investigations:

The following applicable documents are attached for proposed A&E consultant contract number _____ at a proposed total contract amount of \$ _____ with [Prime Consultant's full legal name]:

Participation Amounts for Prime and all Sub-consultants on this contract are:

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, or 5?

Note: add pages if necessary.

1. **Category 1:** For our Consultant with a **Cognizant Approval Letter** for the Indirect Cost Rate (ICR) Fiscal Year End (FYE) proposed, we are submitting the following:

- ☐ Cost Proposals from all selected Prime and subconsultants. (Examples at Exhibits 10-H1 through 10-H4)
- ☐ Cognizant Approval Letter for FYE proposed, issued by cognizant state (Based on Location of Accounting Records as stated on AASHTO ICQ)
- ☐ Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K). (If already submitted for the fiscal year, provide only a copy)

- ☐ Local Agency and Consultant's Point of Contacts
- ☐ Prevailing Wage (PW) Policy for PW contracts

**PW contracts require written PW Policy. It must be on the company's letterhead, signed, and dated by company's official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.*

2. Category 2: For our Consultant with **Caltrans Acceptance Identification (ID) Number** for ICR FYE proposed, we are submitting the following:

- ☐ Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*
- ☐ Caltrans' ICR Acceptance ID(s) for FYE ICR proposed, as listed below:

Consultant's Name	ICR FYE Accepted	Acceptance ID #s

Note: add pages if necessary.

- ☐ Local Agency and Consultant's Point of Contacts
- ☐ Prevailing Wage (PW) Policy for PW contracts*

3. Category 3: For our consultant requesting a Safe Harbor Rate (SHR), the following are submitted:

- ☐ Cost Proposals *(Examples at Exhibit 10-H1 through 10-H4)*
- ☐ Local Agency and Consultant's Point of Contacts
- ☐ Prevailing Wage (PW) Policy for PW contracts*
- ☐ Safe Harbor Rate Consultant Certification of Eligibility Contract Costs and Financial Management System (Attachment 1R). *Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.*
- ☐ Questionnaire for Evaluating Consultant's Financial Management System (Attachment 2R)
- ☐ Here is a list of consultants that are requesting use of the Safe Harbor Rate:

- _____
- _____
- _____

4. **Category 4:** For contract amounts **greater than or equal to \$150,000 but less than \$1,000,000 with participating amount greater than or equal to \$150,000**, the following are submitted for all prime and subconsultants on this contract:

- ☐ Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*
- ☐ Consultant Annual Certification of Indirect Costs and Financial Management System *(Exhibit 10-K) (If already submitted for the fiscal year, provide only a copy)*
- ☐ Local Agency and Consultant's Point of Contacts
- ☐ FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Note. ****FAR Compliant ICR schedule includes FAR References and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the note will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end's indirect cost rate (ICR) to be applied to the Agreement is based on the submission package received by A&I. For financial document package received between January 1, 2018 and June 30, 2018, the FYE ICR of 2016 must be submitted or the FYE 2017 ICR if available. If the financial document package received date is between July 1, 2018 and December 31, 2018, the 2017 ICR must be submitted.**
- ☐ AASHTO Internal Control Questionnaire (ICQ) Appendix B
- ☐ Prevailing Wage (PW) Policy for PW contracts*

5. **Category 5:** For contract amounts **greater than or equal to \$1,000,000**, the following are submitted for all prime and subconsultants with **participating amounts greater than or equal to \$150,000** on this contract:

- ☐ Cost Proposals from all selected Prime and subconsultants. *(Examples at Exhibits 10-H1 through 10-H4)*
- ☐ Consultant Annual Certification of Indirect Costs and Financial Management System *(Exhibit 10-K) (If already submitted for the fiscal year, provide only a copy)*
- ☐ Local Agency and Consultant's Point of Contacts
- ☐ FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Note ******
(Prime Consultant must have a CPA Audited ICR Report if contract is \geq \$1M, regardless of Prime Consultant's participation amount).
- ☐ Prior year Indirect Cost Rate (ICR) Schedule
- ☐ AASHTO Internal Control Questionnaire (ICQ) Appendix B
- ☐ Post-Closing Trial Balance. *(Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31)*
- ☐ Vacation/Sick Policy
- ☐ Bonus Policy
- ☐ Executive Compensation Analysis (ECA). *(Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31)*
- ☐ Prevailing Wage (PW) Policy for PW contracts*

Sincerely,

Name _____

Signature _____

Title _____

Department _____

Address _____

Distribution:

- 1) Original - Caltrans Independent Office of Audits & Investigations
- 2) Copy - Local Agency Project Files
- 3) Copy - Caltrans District Local Agency Engineer

**CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS
FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS
ON LOCAL GOVERNMENT AGENCY CONTRACTS**

All Prime & Sub-consultants must submit the following for contracts ≥ \$150,000:

- 1) A&E Consultant Financial Document Review Request Letter and Checklist (Exhibit 10-A) (1)
- 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4)
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K)
(except for firms requesting Safe Harbor Rate)
- 4) Local Agency and Consultant's Points of Contact

Type of Financial Documents and Information for ICR FYE proposed *	CATEGORY 1: Firms with Cognizant Approval Letter for ICR FYE proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	If not Categories 1-3	
				CATEGORY 4: Contracts ≥ \$150K to < \$1M and participating amounts ≥ to \$150K	CATEGORY 5: Contracts ≥ \$1M and participating amounts ≥ \$150K
	For all Prime and Sub-consultants				
Cognizant Approval Letter for the FYE proposed (issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ)	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ★ Prime Consultant must have a CPA Audited ICR Report if contract is ≥ \$1M, regardless of Prime Consultant's participation amount.(2)				✓	✓★
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B				✓	✓
Post Closing Trial Balance (3)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (3)					✓
Prevailing Wage (PW) Policy for PW contracts (4)	✓	✓	✓ ***	✓	✓
When applicable, additional documents may be requested:					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (3)					
Chart of Accounts					
Income Statement (3)					
Labor Summary Report (5)					
Related Party Rent Analysis (3)					
Vehicle, Equipment, and Other Direct Costs Schedules (3)					
Safe Harbor Rate Documents:					
- Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
- Questionnaire for Evaluating Consultant's Financial Management System (Attachment 2R)			✓		
Additional Documents Required	2	2	3	3	8

* ICR FYE = Indirect Cost Rate Fiscal Year End. This list is not all inclusive and additional documentation may be required.

** Caltrans ICR Acceptance ID # is an identification number issued by Caltrans upon review and acceptance of consultant's indirect cost rate(s) schedule for a specific fiscal year. This ID # can be referenced for use on future contracts using the same FYE ICR.

*** Firms using SHR can be reimbursed for the prevailing wage deltas either as an Other Direct Cost or as an Overhead/Indirect Cost - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.

- (1) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.
- (2) FAR Compliant ICR schedule includes FAR References, and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the notes will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end indirect cost rate (ICR) to be applied to the Agreement is based on the submission package received by A&I. For financial document packages received from January 1, 2018 to June 30, 2018, the 2016 FYE ICR must be submitted or the FYE 2017 ICR if available. For financial document packages received from July 1, 2018 to December 31, 2018, the 2017 ICR must be submitted.
- (3) Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31.
- (4) Prevailing Wage (PW) contract requires written PW Policy. It must be on the company's letterhead, signed, and dated by company's official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.

Document/Report must summarize total labor costs that agree to total direct labor and total indirect labor amounts included in the fiscal year ICR schedule proposed on the contract. Uncompensated overtime must be presented for salaried/exempt employees that are not compensated for hours worked in excess of 8 hours a day/40 hours per week/2080 hours per year. Refer to Uncompensated Overtime Interpretive Guidance on www.dot.ca.gov/audits.

Exhibit 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

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

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
<p>17. Local Agency Contract Number: _____</p> <p>18. Federal-Aid Project Number: _____</p> <p>19. Proposed Contract Execution Date: _____</p> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p>			
<p>20. Local Agency Representative's _____</p> <p>22. Local Agency Representative's _____</p> <p>24. Local Agency Representative's Title _____</p>		<p>21. Date _____</p> <p>23. Phone _____</p> <p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p>12. Preparer's Signature _____</p> <p>14. Preparer's _____</p> <p>16. Preparer's Title _____</p> <p>13. Date _____</p> <p>15. Phone _____</p>	

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

Exhibit 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 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
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			\$
			%
23. Local Agency Representative's _____ 24. Date _____ 25. Local Agency Representative's _____ 26. Phone _____ 27. Local Agency Representative's _____ Title _____			14. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 15. Preparer's Signature _____ 16. Date _____ 17. Preparer's _____ 18. Phone _____ 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.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 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) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>		
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 his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, 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 Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (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.
(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).
11. 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.
12. 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.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

**Statement of
Qualifications
for
On-Call Engineering
Services for
Federally Funded
Transportation Projects
for the
City of Firebaugh**

2018



**GOUVEIA
ENGINEERING
6/15/2018**

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1. INTRODUCTORY LETTER



GOUVEIA ENGINEERING, INC.
CONSULTING ENGINEERS

June 14, 2018

Mr. Ben Gallegos, City Manager
City of Firebaugh
1133 "P" Street
Firebaugh, CA 93622

Re: Statement of Qualifications for On-Call Engineering Services for Federally Funded Transportation Projects

Dear Mr. Gallegos,

Gouveia Engineering is pleased to submit this Statement of Qualifications (SOQ) to provide the above referenced engineering services to the City of Firebaugh (City). We are confident that our firm is the most qualified to provide the services the City is seeking.

We enjoy working with the City providing City Engineering and other engineering services and value the relationship we have built with City Staff through the years. Gouveia Engineering will continue to provide the same level of commitment, professionalism, and personal attention to the City.

As you know, Gouveia Engineering has been very successful in obtaining Federal Highway Administration (FHWA) grants for the City and has demonstrated the competence and experience to manage these projects from inception through closeout.

We believe that Gouveia Engineering's experienced team is uniquely qualified to meet the City's engineering needs because:

- We will continue to commit our Principal Engineers and other key staff to the City of Firebaugh and will remain readily available
- We have successfully completed many FHWA funded projects in Firebaugh
- We have many years of experience with all aspects of FHWA/Caltrans Local Assistance grant programs, from preparing successful applications through project closeout
- We are familiar with Firebaugh's transportation infrastructure and understand the City's needs and challenges
- We provide superior quality services in an efficient, timely and cost-effective manner

The firm's principal who will be responsible for contracts is Mario Gouveia, P.E. He can be contacted at:

Gouveia Engineering, Incorporated
456 Sixth Street
Gustine, CA 95322
Tele: (209)854-3300 ♦ Fax: (209)854-3600
Email: mgouveia@gouveiaengineering.com

We appreciate the opportunity to submit this SOQ for your consideration and look forward to meeting with you.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Mario B. Gouveia', with a stylized flourish at the end.

Mario B. Gouveia, P.E.
President



2. CONSULTANT INFORMATION, QUALIFICATIONS, AND EXPERIENCE

Gouveia Engineering, Incorporated is an employee owned consulting civil engineering firm that provides a broad range of professional services. Our staff includes engineers, surveyors, designers, inspectors, and administrative staff.

We are proud of our diversified expertise and ability to provide clients a full spectrum of services that include City Engineering, funding procurement, project planning and design, bidding

services, project management and construction engineering services.

Gouveia Engineering is highly committed to client satisfaction and focuses on providing the personal attention that clients deserve and on delivering superior quality services in a timely and cost-effective manner. The firm's clients are primarily small cities such as Firebaugh. We have a clear understanding of the challenges that smaller communities face, particularly in the current economic downturn, and have the knowledge and experience to successfully respond to those challenges. Our track record speaks for itself!

When projects require outside funding sources, as is mostly the case in smaller cities at the present time, we assist our clients in matching the project to available grant programs from federal, state, and local agencies. Clients are advised and guided through all stages of the process, from preparing and submitting applications, through grant closeout. We have been very successful with FHWA programs including CMAQ, RSTP, STPL, TE, TEA, SR2S and SRTS; and are very familiar with various other grant programs such as CDBG, USDA, DWR, EPA and FAA.

Gouveia Engineering provides services with the highest level of confidentiality. Access to project information is restricted to the clients and their designees.

Gouveia Engineering has the in-house expertise and ability to provide the full range of services for FHWA/Caltrans Local Assistance funded projects required in the City's Request for Qualifications (RFQ). We are confident that our overall experience, specific experience in Firebaugh, diversified knowledge, attention to clients and successful track record makes Gouveia Engineering uniquely qualified to meet the City's needs set forth in the RFQ which specifically include:

- ❖ Permitting, Surveying, and Testing
- ❖ Design, Preparation of Plans, Specifications, Estimates and Bid Documents
- ❖ Construction Phasing
- ❖ Review Construction Contract Bids
- ❖ Construction Inspection
- ❖ Construction Contract Administration and Grant Administration

Gouveia Engineering's engineers and key staff have been providing engineering services to several cities in the Central Valley in various capacities for over 25 years. Gouveia Engineering has designed and managed numerous public works projects throughout the Central Valley, including the City of Firebaugh. Gouveia

Engineering currently serves as the City Engineer for the Cities of Firebaugh, Livingston, Newman, Gustine, and San Joaquin, and it is the alternate City Engineer for the City of Huron.

Gouveia Engineering has the collective ability and experience to handle a wide range of projects, from inception to completion. Our staff is readily available to our clients, whether on the telephone, via email or in person. We pride ourselves on being approachable and maintaining open lines of communication. We are ready and available to our clients as necessary.

Specific fields of expertise of the firm include:

- City Engineering
- Grant Procurement and Administration
- Municipal Engineering
- Regulatory Compliance
- Water
- Irrigation Systems
- Wastewater
- Bridges
- Mapping
- Construction Plans and Specifications
- Public Works Inspection
- Topographic Surveys
- Construction Surveys
- Transportation Engineering
- Master Plans
- Public Works Standards and Specifications
- Airport Engineering
- CAD Management
- Hydraulic Modeling
- Storm Drainage
- Streets
- Feasibility Studies
- Cost Engineering
- Construction Observation
- Contract Administration
- Boundary Surveys

Gouveia Engineering has also developed strategic alliances with several firms that offer expertise in other specialized fields such as Community Development, Electrical Engineering, Architecture, etc. Should the need arise, these firms are available to team up with Gouveia Engineering and provide the City with the best suitable team for the project.

When outside sources of funding are needed, Gouveia Engineering will assist the City in matching the project to available grant and/or loan programs from Federal and State agencies. We are able to assist the City through all stages of the process, from preparing and submitting applications, through design and construction, to successful completion and closeout. We have substantial experience with FHWA transportation grant programs administered through Caltrans Local Assistance, as well as other programs such as SRF, CDBG, USDA, and FAA.

As required in the RFQ, following is a list and information on four current contracts that Gouveia Engineering has with other cities to provide on-call engineering services for FHWA/Local Assistance Projects:

A.

Agency: City of San Joaquin
Agency Contact: Elizabeth Nunez, City Manager
Address: 21900 W. Colorado Avenue, San Joaquin, CA 93660
Tele: 559-6936-4311 ext. 218
Email: elizabethn@cityofsanjoaquin.org
Contract Amount: Up to \$1,000,000
Funding Source: RSTP, CMAQ, ATP, SRTS
Date of Contract: 7-16-2012
Date of Completion: 7-1-2017
Consultant Project Manager: Mario Gouveia, P.E.
Address: 456 Sixth Street, Gustine, CA 95322
Tele: 209-854-3300
Email: mgouveia@gouveiaengineering.com

B.

Agency: City of Livingston
Agency Contact: José Antonio Ramírez, City Manager
Address: 1416 "C" Street, Livingston, CA 95334
Tele: 209-394-5550
Email: citymanager@livingstoncity.com
Contract Amount: Up to \$1,000,000
Funding Source: RSTP, CMAQ, SRTS
Date of Contract: 10-01-2013
Date of Completion: 10-1-2018
Consultant Project Manager: Mario Gouveia, P.E.
456 Sixth Street, Gustine, CA 95322
209-854-3300
mgouveia@gouveiaengineering.com

C.

Agency: City of Gustine
Agency Contact: Doug Dunford, City Manager
Address: 352 Fifth Street, CA 95322
Tele: 209-854-6183
Email: ddunford@cityofgustine.com
Contract Amount: Up to \$1,000,000
Funding Source: RSTP, CMAQ, HSIP
Date of Contract: 11-01-2014
Date of Completion: 09-01-2019
Consultant Project Manager: Mario Gouveia, P.E.
456 Sixth Street, Gustine, CA 95322
209-854-3300
mgouveia@gouveiaengineering.com

D.

Agency: City of Newman
Agency Contact: Kathryn Reyes, Public Works Director
Address: 938 Fresno Street, Newman, CA 95360
Tele: 209-862-4448
Email: kreyes@cityofnewman.com
Contract Amount: Up to \$1,000,000
Funding Source: RSTP, CMAQ, SRTS
Date of Contract: 9-23-2015
Date of Completion: 9-23-2020
Consultant Project Manager: Mario Gouveia, P.E.
456 Sixth Street, Gustine, CA 95322
209-854-3300
mgouveia@gouveiaengineering.com

Relevant experience of each member of the proposed team assembled to provide engineering services to the City of Firebaugh as required in the RFQ is addressed in their respective resumes.

Following is a sampling of FHWA/Caltrans funded projects within the last three years, including ongoing and completed projects. Mario Gouveia was the project engineer for all these projects and, in the past three years, was assisted by the same team members assembled for the City of Firebaugh. Gouveia Engineering was responsible for applications, design, bidding services, construction management, contract and grant administration, and construction related services.

Poso Canal Pedestrian/Bike Trail

Class I trail, ramps, hardscaping



Project Type: Pedestrian Facilities
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$0.3 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2017

Highway 33/140 Roundabout

Roundabout, street realignment, drainage, landscaping, hardscaping, lighting

Project Type: Streets
Client: City of Gustine
Doug Dunford, (209) 854-6471
Location: City of Gustine
Value: \$2.7 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Ongoing - Design



Highway 33/140 Bike Lanes

Class II bike lanes, signage



Project Type: Streets
Client: City of Gustine
Doug Dunford, (209) 854-6471
Location: City of Gustine
Value: \$0.4 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2016

Trail Rehabilitation and Pedestrian Improvements

Rehabilitate trail pavement, install lighting, and pedestrian rest area

Project Type: Pedestrian Facilities/Parks
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$0.4 Million
Funding: ATP – Application by Gouveia
Engineering
Status: Ongoing – Pre-Design



16th Street, "O" Street, and "Q" Street Rehabilitation

Asphalt concrete overlays and pavement reconstruction



Project Type: Streets
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$0.6 Million
Funding: RSTP – Application by Gouveia
Engineering
Status: Completed 2014

Dunkle Park, River Lane, and 12th Street Pedestrian Facilities

Sidewalks, AC trail access points, pedestrian rest areas, and signage

Project Type: Pedestrian Facilities/Parks
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$0.3 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2017



Hwy 33/140

Construct raised and at-grade medians, reconfigure striping

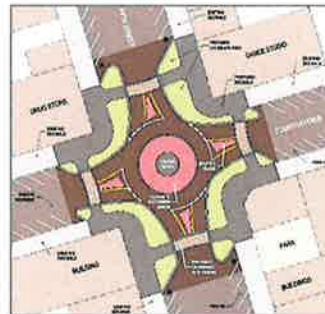


Project Type: Streets
Client: City of Gustine
Doug Dunford, (209) 854-6471
Location: City of Gustine
Value: \$0.4 Million
Funding: HSIP – Application by Gouveia Engineering
Status: Completed 2016

Roundabout at 5th Street and 4th Avenue

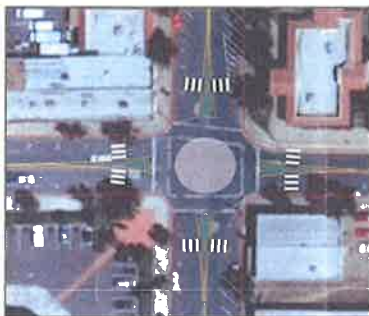
Construct roundabout and reconstruct four street corners. Landscaping, hardscaping, lighting, drainage

Project Type: Streets
Client: City of Gustine
Doug Dunford, (209) 854-6471
Location: City of Gustine
Value: \$0.7 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Ongoing - Design



Roundabout at Main Street and "B" Street

Construct roundabout and reconstruct four street corners. Landscaping, hardscaping,



Project Type: Streets
Client: City of Livingston
José Antonio Ramírez (209) 394-5550
Location: City of Livingston
Value: \$0.6 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Ongoing - Design

"F" Street Widening

Widen asphalt concrete pavement, curb, gutter, sidewalk, drainage

Project Type: Streets
Client: City of Livingston
José Antonio Ramírez (209)394-5550
Location: City of Livingston
Value: \$0.4 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2017



Sidewalk Infill Project

Sidewalks, curb, gutter, drainage

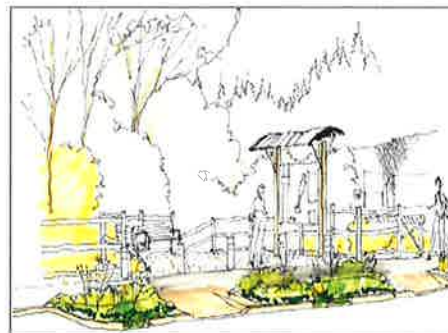


Project Type: Streets
Client: City of Livingston
José Antonio Ramírez (209)394-5550
Project Location: City of Livingston
Value: \$0.3 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2017

Multi-Purpose Trail Project

Pedestrian/Bike AC trail, drainage

Project Type: Pedestrian Facilities
Client: City of San Joaquin
Elizabeth Nunez, (559) 693-4311
Location: City of San Joaquin
Value: \$0.3 Million
Funding: ATP – Application by Gouveia Engineering
Status: Ongoing – Pre-Design



CNG Sweeper

Replace diesel sweeper with clean CNG sweeper



Project Type: Vehicle Purchase
Client: City of San Joaquin
Elizabeth Nunez, (559) 693-4311
Project Location: City of San Joaquin
Value: \$0.2 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2016

CNG Sweeper

Replace diesel sweeper with clean CNG sweeper

Project Type: Vehicle Purchase
Client: City of Newman
Perfecto Millan, (209) 862-3932
Location: City of Newman
Value: \$0.2 Million
Funding: ATP – Application by Gouveia Engineering
Status: Completed 2017



3. ORGANIZATION AND APPROACH

Gouveia Engineering feels that our current team is best suited to provide the engineering services required by the City of Firebaugh.

Present staff assigned to FHWA/Caltrans projects will remain unchanged and consists of:

- ❖ Mario Gouveia, P.E., Principal Engineer
- ❖ Danny Reed, Project Management
- ❖ Noe Martinez, P.E., Local Assistance Documentation
- ❖ Linda Gouveia, Contract and Grant Administration
- ❖ Nick Fontaine, P.E., Design
- ❖ Mark Arrieta, CSI, Inspector

Education and experience of each staff member assigned is detailed in their respective resumes.

References for the team members as requested in the RFQ are the same as provided in the "Consultant Information, Qualifications, and References" of this SOQ.

Mario Gouveia, P.E. will remain in responsible charge of all projects at Gouveia Engineering and will oversee the work for the City of Firebaugh. He will be the primary contact for the City and is assisted by engineers and designers. Throughout his career, Mario Gouveia has been in charge of numerous Local Assistance projects funded through CMAQ, RSTP, RSTP-L, TEA, TE, SRTS, and SR2S.

As the project engineer for these projects, Mario Gouveia is responsible for environmental documentation (CEQA and NEPA), permitting, design, preparation of plans, specifications and estimate, bidding documents and services, construction engineering, testing, inspection, and grant administration.

Danny Reed will stay in a management role. He is responsible for grant applications and project programming, and coordinates Caltrans documentation submittals and construction activities. He is also responsible for design and preparation of construction plans. He is very involved with the Fresno COG and is a member of Fresno COG committees that address project programming, application reviews, etc.

Noe Martinez, P.E. will be in charge of preparing Caltrans documentation, and construction engineering support. He will also attend Fresno COG meetings on an as needed basis.

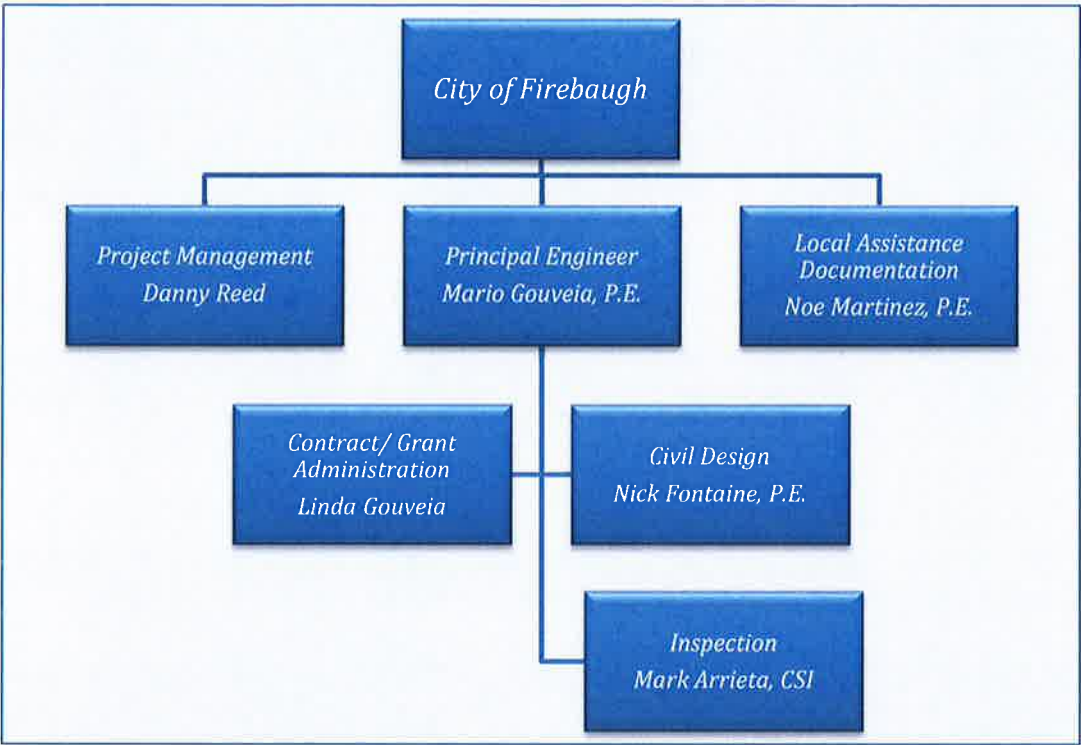
Nick Fontaine, P.E. will prepare contract documents, including project specifications and construction plans. He will review construction submittals and perform some construction observation.

Contract administration and grant administration will be performed by Linda Gouveia. She is particularly familiar with Caltrans Local Assistance. She will work closely with Mario Gouveia, funding agencies staff, City staff, and contractors.

Construction observation will be performed by Mark Arrieta, CSI. Mark Arrieta is a senior level inspector with extensive experience in public works projects and private development projects. He has performed construction observation on many of Gouveia Engineering's projects in Firebaugh. Mark Arrieta has the advantage of being bilingual (English/Spanish) which facilitates communication with contractors and residents.

Gouveia Engineering's project manager, engineers, and other staff will remain readily available to the City and will continue to commit the necessary resources to successfully deliver Firebaugh's Federal and State funded transportation projects.

Following is an organizational chart of the team that is in place to continue meeting the engineering needs of the City of Firebaugh, followed by key team members resumes.



Education:	University of California, Davis, 1991 <ul style="list-style-type: none">• BS/Civil Engineering• BS/Materials Science Engineering University of California, Berkeley <ul style="list-style-type: none">• Institute of Transportation Studies Transportation Funding and Programming
Registration (CA):	Professional Engineer, CE 53261 Certified Stormwater Inspector No. 4583 Qualified SWPPP Developer/Practitioner No. 24234
Years of Experience:	26 – 8 years with Gouveia Engineering 18 years with AECOM/Boyle/Stoddard & Associates
Professional Affiliations:	American Society of Civil Engineers American Water Works Association California Stormwater Quality Association American Public Works Association Association of California Airports
Fields of Expertise:	City Engineer, Municipal Infrastructure, Project Management, Water, Wastewater, Stormwater, Transportation / Streets, Funding Procurement, Construction Plans and Specifications, Public Works Standards and Specifications, Contract Administration, and Construction Management

Mario Gouveia has over 26 years of experience as a Civil Engineer. He established Gouveia Engineering in 2009 after an 18 year career in the Los Banos office of AECOM (formerly Boyle Engineering, formerly Stoddard & Associates). Mario Gouveia brings to his clients the knowledge and experience of a large firm with the personal attention and service of a smaller firm. He currently serves as the City Engineer for the Cities of Newman, Gustine, Firebaugh, Livingston, and San Joaquin.

Mario Gouveia has been the Project Engineer and Design Engineer for numerous public works projects, from small and simple to large and complex. In addition to his engineering expertise, he has developed the knowledge to assist clients in matching projects to available grant and/or loan programs. He is very familiar with FHWA, Caltrans, USDA, CDBG, DWR, FAA, and other funding programs, from the application stage through project closeout.

Relevant Experience:

CMAQ Poso Canal Pedestrian/Bike Trail, Firebaugh, California

Project Engineer for project consisting of constructing a Class I trail that included AC pavement, pedestrian rest areas, and signage. Responsible for design, contract documents, construction engineering services, and contract administration.

CMAQ Dunkle Park, River Lane, and 12th Street Pedestrian Facilities, Firebaugh, California

Project Engineer for project consisting of constructing sidewalks, AC access segments to existing trails, pedestrian rest areas, and signage. Responsible for design, contract documents, construction engineering services, and contract administration.

RSTP 16th Street, “O” Street, and “Q” Street Rehabilitation, Firebaugh, California

Project Engineer for project consisting of reconstruction of curb and gutter, AC overlays, and pavement reconstruction. Responsible for design, contract documents, construction engineering services, and contract administration.

CMAQ “F” Street Widening, Livingston, California

Project Engineer for project consisting of adding one travel lane and constructing curb, gutter, and sidewalk. Responsible for design, contract documents, construction engineering services, and contract administration.

HSIP Highway 33/140 Medians, Gustine, California

Project Engineer for project consisting of constructing raised and at-grade medians, including decorative stamped concrete, and reconfiguration of striping and signage. Responsible for design, contract documents, construction engineering services, and contract administration.

Downtown Beautification Improvements, Livingston, California

Project Engineer for project consisting of reconstructing 3 blocks of downtown. Work included new pavement with corner bulbouts, curb and gutter, decoration sidewalk and lighting, tree wells, and sound system. Responsible for design, contract documents, construction engineering services, and contract administration.

State Route 165 Sewer Line Replacement, Los Banos, California

Project Engineer for project consisting of replacing 1.5 miles of sewer trunk line on the State Highway, including sewer services, manholes, and pavement repairs. Responsible for design, contract documents, and construction engineering services.

CDBG – Waterline Improvements, Newman, California

Project Engineer for project consisting of constructing a water distribution line on West Avenue and installing fire hydrants at various locations.

Water System Improvements, Gustine, California

Principal-in-Charge for project consisting of a new municipal well, a 1 Million gallon storage tank, distribution pipelines, and fixed base radio water metering system. Responsible for design, contract documents, construction engineering services, and contract administration.

2013 Street Repairs, Newman, California

Project Engineer for project consisting of asphalt concrete overlays and pavement reconstruction on “P” Street and Patchett Drive, and rehabilitation of the Wastewater Treatment Plant access road.

CDBG – Sanitary Sewer and Storm Drainage Improvements, Firebaugh, California

Project Engineer for project consisting of construction and replacement of undersized and deficient sewer lines and storm drainage lines to address sewer backups and localized flooding. Responsible for design, contract documents, construction engineering services, and contract administration.

CDBG - 2013 and 2014 Tulare Street Infrastructure Improvements, Newman, California

Project Engineer for projects consisting of construction/reconstruction of sidewalk, curb and gutter, wheelchair ramps, and drainage improvements.

Proposition 13 Waterline Rehabilitation Project, Firebaugh, California

Project Engineer for project consisting of replacement of approximately 2 miles of water distribution pipelines, installation of approximately 1,000 water meters, and reconstructing sidewalk, curb, gutter, and pavement. Responsible for design, contract documents, construction engineering services, and contract administration.

Safe Routes to School, State Cycle 10, Newman, California

Project Engineer for project consisting of construction of new sidewalk, curb and gutter and pavement widening to provide pedestrians connectivity to Yolo Middle School. Responsible for grant application, design, contract documents, construction engineering services, contract administration, and grant administration.

City of Livingston Well #13 – Arsenic and Manganese Removal Treatment, Livingston, California

Principal-in-Charge for the design of a 1,300 gpm arsenic and manganese removal treatment system. Responsible for the preparation of civil plans and technical specifications.

City of Livingston Well #17 – Arsenic and Manganese Removal Treatment, Livingston, California

Principal-in-Charge for the design of a 2,000 gpm arsenic and manganese removal treatment system at a new well. Responsible for the preparation of well and civil plans and technical specifications.

Wastewater Treatment Plant Expansion Study and Pre-Design Report, City of Los Banos, California

Responsible for analyzing existing hydrological and hydraulic conditions, generating conceptual expansion configurations, modeling expansion alternatives, and preparing technical reports.

CDBG – Downtown Street Light Replacement, Firebaugh, California

Project Engineer for project consisting of undergrounding power and replacing existing cobra lights with decorative lights in the City's downtown area. Responsible for civil design, contract documents, construction engineering services and contract administration.

Street Overlays, Los Banos, California

Project Engineer for \$3.5 million project consisting of repairing and overlaying numerous city streets. Responsible for all phases of project from planning to construction.

Downtown Improvements, Patterson, California

Project Engineer and Resident Engineer for improvements to the downtown area including reconstruction of one alley, public parking lots, stamped concrete, crosswalks, wheelchair ramps, and decorative fencing. Project was federally funded with design and construction following Caltrans requirements.

Safe Routes to School, Federal Cycle 2, Firebaugh, California

Project Engineer for project consisting of undergrounding power and installation of sidewalk, wheelchair ramps, crosswalks, curb and gutter, catch basins, storm drainage lines, and manholes. Responsible for design, contract documents, construction engineering services, contract administration and grant administration.

Roundabouts, Patterson, California

Project Engineer for the construction of four roundabouts at existing downtown intersections. Responsible for design, preparation of plans and specifications, and construction engineering services.

Rehabilitation of Airport Storm Drainage System, Gustine, California

Project Engineer for project consisting of installing approximately 2,200 linear feet of storm drainage pipe, and constructing an inlet structure and a pump station at the Gustine Airport. Responsible for design, preparation of contract documents, construction engineering services, contract administration, and grant administration.

Nantes Avenue Storm Drain, Los Banos, California

Project Engineer for storm drainage project consisting of 5,000 linear feet of 54-inch cast-in-place pipe and pump station. Responsible for design, preparation of contract documents, construction observation and contract administration following federal guidelines under an EPA grant.

Education:	Universal Technical Institute, Arizona, 1997 Associates Degree/Structural Design Pursuing Registration as Professional Engineer
Years of Experience:	17 years (8 years with Gouveia Engineering)
Professional Affiliations:	USGBC – US Green Buildings Council
Fields of Expertise:	Grant Writing, Potable Water Systems, Water Reclamation Systems, Sewer Systems, Drainage Systems, Value Engineering, Project Phasing, Project Coordination, Project Development, Project Planning, Road Design, Road Rehabilitation, 3D Project Design, Project Visualization, and Construction Management

Danny Reed has 17 years of experience in civil engineering design and preparation of Plans that includes water distribution, water reclamation, site grading, site development, roadways, storm drainage, and sewer systems. He has been responsible for project coordination, design and preparation of numerous Improvement Plans, project feasibility studies, and graphical project illustrations for both public and private projects.

Since joining Gouveia Engineering, Danny Reed has been responsible for design and preparation of construction plans for various public works projects ranging from minor to multi-million dollar infrastructure projects. Currently he is involved in various projects that are at different stages of design or construction.

Relevant Experience:

CMAQ Poso Canal Pedestrian/Bike Trail, Firebaugh, California

Project Manager for project consisting of constructing a Class I trail that included AC pavement, pedestrian rest areas, and signage. Responsible for grant application, design, contract documents, and construction engineering services.

CMAQ Dunkle Park, River Lane, and 12th Street Pedestrian Facilities, Firebaugh, California

Project Manager for project consisting of constructing sidewalks, AC access segments to existing trails, pedestrian rest areas, and signage. Responsible for grant applications, design, contract documents, and construction engineering services.

RSTP 16th Street, “O” Street, and “Q” Street Rehabilitation, Firebaugh, California

Project Manager for project consisting of reconstruction of curb and gutter, AC overlays, and pavement reconstruction. Responsible for grant applications, design, contract documents, and construction engineering services.

CMAQ “F” Street Widening, Livingston, California

Project Manager for project consisting of adding one travel lane and constructing curb, gutter, and sidewalk. Responsible for grant applications, design, contract documents, and construction engineering services.

HSIP Highway 33/140 Medians, Gustine, California

Project Manager for project consisting of constructing raised and at-grade medians, including decorative stamped concrete, and reconfiguration of striping and signage. Responsible for grant applications, design, contract documents, and construction engineering services.

Water System Improvements, Gustine, California

Engineering Designer for project consisting of a new municipal well, a 1 Million gallon above ground storage tank, a 3,000 GPM booster pump station, water transmission pipeline with bore and jack crossings under Highway 33, Union Pacific Railroad, and Highway 140, replacements of residential distribution pipelines, and fixed base radio water metering system. Responsible for Caltrans permitting, design and preparation of plans.

Sanitary Sewer and Storm Drainage Improvements, Firebaugh, California

Engineering Designer and Assistant Project Manager for project consisting primarily of construction new sewer and storm drainage pipelines, replacing inadequate sewer lines, and repaving streets in the project area. Responsible for design and preparation of plans and specifications, and coordination of construction activities.

Proposition 13 Waterline Rehabilitation Project, Firebaugh, California

Engineering Designer for project consisting of replacement of approximately 2 miles of water distribution pipelines, installation of approximately 1,000 water meters and reconstructing sidewalk, curb, gutter, and pavement. Responsible for design and preparation of plans.

CDBG – Waterline Improvements, Newman, California

Project Designer for project consisting of constructing a water distribution line on West Avenue and installing fire hydrants at various locations.

2013 Street Repairs, Newman, California

Project Designer for project consisting of various types of pavement repairs throughout the City of Newman, including asphalt concrete overlays, pavement reconstruction, and slurry seals. Responsible for design, and preparation of construction plans.

CDBG - 2013 and 2014 Tulare Street Infrastructure Improvements, Newman, California

Project Designer for projects consisting of construction/reconstruction of sidewalk, curb and gutter, wheelchair ramps, and drainage improvements.

Safe Routes to School, State Cycle 10, Newman, California

Project Designer for project consisting of construction of new sidewalk, curb and gutter and pavement widening to provide pedestrians connectivity to Yolo Middle School. Responsible for grant application, design, contract documents, construction engineering services, contract administration, and grant administration.

Proposition 13 Waterline Rehabilitation Project, Firebaugh, California

Engineering Designer for project consisting of replacement of approximately 2 miles of water distribution pipelines, installation of approximately 1,000 water meters and reconstructing sidewalk, curb, gutter, and pavement. Responsible for design and preparation of plans.

Safe Routes to School, Federal Cycle 3, San Joaquin, California

Engineering Designer for project consisting of reconstructing a four way intersection with new decorative bulb outs and ramps, and constructing Class 2 bike lanes throughout the City of San Joaquin. Responsible for design and preparation of plans and specifications.

Diablo Grande, Patterson, California

Engineering Designer for various projects consisting of the design of portions of the multiple zone potable water system, which included three (3) PRV stations, 1.8 miles of large diameter water transmission pipelines, and a water storage tank. Responsible for design and preparation of construction documents, coordination of construction activities and purchasing and coordination with vendors.

Dunkle Park - Curb, Gutter and Walk Improvements, Firebaugh California

Engineering Designer for project consisting of reconstructing sidewalk, curb and gutter, repairing asphalt concrete, installation of commercial driveways, and decorative park entry feature. Responsible for design and preparation of plans.

Parkers Park Improvements, Firebaugh, California

Engineering Designer for project consisting of construction of a special needs city park, including a large playground area with ADA accessible playground equipment and poured in place rubberized surfacing, picnic areas, restroom building, concrete pathways, and site lighting.

State Highway 33 Infrastructure, Firebaugh, California

Engineering Designer for project consisting of installation of water, storm drainage and sanitary sewer infrastructure to commercial development. Project included a bore and jack under Highway 33. Responsible for design and preparation of plans.

Diablo Grande, Patterson, California

Engineering Designer for projects consisting of the grading and site design of several roads, community facilities and 150 – 200 lot subdivisions. These projects included the design of portions of the multiple zone potable water system, storm water drainage facilities, and sanitary sewer systems including three (3) PRV stations, water transmission pipelines and a water storage tank. Responsible for design and preparation of construction documents, coordination of construction activities and purchasing and coordination with vendors.

UC Merced, Merced, California

Engineering Designer for project consisting of translating the UC Merced Long Range Development Plan conceptual planning layouts into grading, roadway and site designs for campus development. Responsible for design and preparation of construction documents.

Education:	California Polytechnic State University, San Luis Obispo, 2002, BS/Civil Engineering California State University, Fresno, 2013, Master in Business Administration
Registration (CA):	Professional Engineer, CE 68423
Years of Experience:	15 years Municipal/Consulting Engineering (5 years with Gouveia Engineering)
Professional Affiliations:	American Society of Civil Engineers, American Public Works Association, International Right of Way Association, Institute of Transportation Engineers
Fields of Expertise:	Municipal Government/City Engineer, Streets and Roads, Water Supply and Treatment, Wastewater Collection, Storm Drainage, Project Design and Permitting, Master Planning, Construction Management, Contract Administration, Funding Procurement and Accounting, New Development Entitlement, Assessment Districts, Utility Undergrounding Districts

Noe Martinez has over 15 years of experience as a Civil Engineer. Noe started his career with AECOM (formerly Boyle Engineering) where he provided consulting services for various clients. At AECOM, he gained experience as a design engineer and project manager for a variety of public works projects ranging in size and complexity. Prior to joining Gouveia Engineering, he was the full-time City Engineer and department manager for the City of Reedley for four years. He currently serves as the Interim Public Works Director for the City of Livingston.

Relevant Experience:

CMAQ Poso Canal Pedestrian/Bike Trail, Firebaugh, California

Assistant Project Engineer for project consisting of constructing a Class I trail that included AC pavement, pedestrian rest areas, and signage. Responsible for Caltrans Local Assistance documentation, contract documents, and contract administration.

CMAQ Dunkle Park, River Lane, and 12th Street Pedestrian Facilities, Firebaugh, California

Assistant Project Engineer for project consisting of constructing sidewalks, AC access segments to existing trails, pedestrian rest areas, and signage. Responsible for Caltrans Local Assistance documentation, contract documents, and contract administration.

RSTP 16th Street, "O" Street, and "Q" Street Rehabilitation, Firebaugh, California

Assistant Project Engineer for project consisting of reconstruction of curb and gutter, AC overlays, and pavement reconstruction. Responsible for Caltrans Local Assistance documentation, contract documents, and contract administration.

CMAQ "F" Street Widening, Livingston, California

Assistant Project Engineer for project consisting of adding one travel lane and constructing curb, gutter, and sidewalk. Responsible for Caltrans Local Assistance documentation, contract documents, and contract administration.

HSIP Highway 33/140 Medians, Gustine, California

Assistant Project Engineer for project consisting of constructing raised and at-grade medians, including decorative stamped concrete, and reconfiguration of striping and signage. Responsible for Caltrans Local Assistance documentation, contract documents, and contract administration.

Fire Station and Public Works Yard Emergency Generators, Livingston, California

Project Engineer for project consisting of installing emergency generators at 2 sites in Livingston. Responsible for design, contract documents, construction engineering services, and contract administration.

Well No. 14 Improvements and Wellhead Treatment System, Reedley, California

Responsible in charge for design, contract administration and bidding of a 2,500 GPM, 700-ft deep municipal well including GAC treatment, water distribution pipelines, chlorine disinfection facilities, electrical and SCADA controls, storm drainage, and civil site work. Project responsibilities included managing consultants, design review and approval, project expenditures and reimbursements, funding reporting, construction bid advertisement, environmental certification, permitting, and construction easements. Project funding included a Federal EDA grant and local water bond and water enterprise funds.

Santa Nella County Water District 9-MGD Surface Water Treatment Plant Project, Santa Nella, California

Project Engineer for design of a 9-MGD surface water treatment plant consisting of an influent pump station, Actiflo clarifier pretreatment, Pall microfiltration membranes, chlorine contact concrete basin, 2-MG water storage, membrane feed and treated water pump stations, chemical feed facilities, backwash reclaim system, and standby power generation. Project responsibilities included management and design with assistance of other in-house engineers. Performed coordination for project architectural, structural, mechanical, instrumentation, and electrical disciplines.

City of Reedley Municipal Water Well No. 13 Project, Reedley, California

Project Engineer for design and construction of an 800-gpm municipal well with submersible motor and 10-inch discharge piping, a building enclosure for electrical and chemical feed equipment, and a standby power generator. Project responsibilities included coordination with architectural, electrical, and instrumentation disciplines for design phase of the project. Other responsibilities included construction support during bidding and construction phases, construction support tasks including preparation of project addendums, informational bulletins, shop drawings, submittal reviews, and contractor requests for information.

Manning Avenue Bridge Replacement, Reedley, California

Responsible in charge for design, contract administration, and construction of a 4-lane, 450-ft long bridge including roadway approach improvements, street lighting and landscaping, utility relocation, water and sewer upgrades, storm drainage and treatment, meandering sidewalks, traffic signal retrofits, medians and curb gutter. Project responsibilities included managing consultants, design review and approval, project expenditures and reimbursements, funding programming and authorization, construction bidding, contract award, environmental certification and mitigation, right of way acquisition, permitting, construction easements, traffic control, construction staking, and pre-construction work. Project funding included a Federal HBP grant, local Measure C and Development Impact Fees funds.

Sports Park Water Tower, Reedley, California

Responsible in charge for design, contract administration, and construction of a 1.5 MG hydropillar-type elevated water storage tank including a canopy for concession stands, elevated floor for viewing deck and office space, elevator, mechanical and electrical rooms, utility connections, access roads and electrical yard. Project responsibilities included managing consultants, design review and approval, funding reporting, project expenditures and reimbursements, construction bidding, contract award, environmental certification and mitigation, permitting, construction, and punch list. Project funding included a Federal EDA grant and local water bond funds.

Frankwood Avenue Reconstruction, Reedley, California

Responsible in charge for design, contract administration, and construction of a divided 1-mile, 2-lane street reconstruction including street lighting and landscaping, utility relocation, water and sewer upgrades, storm drainage, medians, curb gutter and sidewalks, signage and striping, lighted crosswalk, and traffic signal retrofits. Project responsibilities included managing consultants, design review and approval, project expenditures and reimbursements, funding programming and authorization, construction bidding, contract award, environmental

certification and mitigation, right of way acquisition, permitting, construction easements, construction, and punch list. Project funding included Federal RSTP, CMAQ and SRTS grants, local Measure C and Proposition 1B funds.

Dinuba-Buttonwillow Roundabout, Reedley, California

Responsible in charge for design, contract administration, and construction of a dual-lane modern roundabout including roadway approach improvements, street lighting and landscaping, utility relocation and undergrounding, water and sewer upgrades, storm drainage, curb gutter and sidewalks, medians, signage and striping. Project responsibilities included managing consultants, design review and approval, project expenditures and reimbursements, funding programming and authorization, construction bidding, contract award, environmental certification and mitigation, right of way acquisition, permitting, construction easements, construction, punch list, and project close-out. Project funding included Federal RSTP and ARRA grants, local Measure C and Proposition 1B funds.

Various CDBG Street Improvement Projects, Reedley, California

Responsible in charge for design, contract administration, and construction of various street improvement projects including AC overlays, rubberized chip seals, slurry seals, curb gutter and sidewalks, handicap ramps, signage and striping. Project responsibilities included managing consultants, development of plans, specifications and estimates, project expenditures and reimbursements, funding programming and authorization, construction bidding, contract award, environmental certification, permitting, construction, punch list, and project close-out. Project was fully funded with Federal CDBG grants.

Education:	Modesto Jr. College <ul style="list-style-type: none">• AA Business Administration
Employment History:	Vice-President, Gouveia Engineering, Inc. Oct. 2009 Office Manager, Manteca Medical Group, 1987-2005
Professional Affiliations:	American Public Works Association Association of California Airports
Fields of Expertise:	Business Administration and Management; Construction Contract Administration; FHWA, Caltrans Local Assistance, USDA, CDBG, FAA Programs Documentation; Labor Compliance; Minority and Disadvantaged Business Enterprises

Related Experience

Linda Gouveia has a background in business administration and management. She is responsible for coordinating the preparation and processing of much of the firm's project documentation. She works closely with Mario Gouveia on project funding applications, construction contracts, bidding services, construction contract administration, and grant/loan administration.

Linda Gouveia is very familiar with a number of grant/loan funding programs, particularly FHWA/Caltrans Local Assistance, USDA, CDBG, and FAA. She has developed solid working relationships with staff from all these agencies that have proven to be very valuable in facilitating processing of documentation. She works as a liaison between clients, funding agencies, and contractors.

Specific areas of responsibility include:

- Construction Contracts
 - General Conditions
 - Labor Compliance
 - Establish DBE Goals
- Bidding Services
 - Advertisement
 - Receive/process Bidding Document Orders
 - Maintain Record of Planholders List
 - Abstract of Bids
 - Bid Evaluation
- Contract Administration
 - Bonding
 - Insurance
 - Labor Compliance
 - Notices
 - Progress Payments
 - DBE Compliance
- Funding Procurement
 - Grant Applications
 - Grant Administration

Contract Administration experience with grant funded projects includes:

Pedestrian Improvements/Sidewalk Installation, Livingston, California

Funding: CMAQ (Caltrans Local Assistance)

Main Street Overlay, San Joaquin, California

Funding: RSTP (Caltrans Local Assistance)

CNG Sweeper, Firebaugh, California

Funding: CMAQ (Caltrans Local Assistance)

2013 Tulare Street Infrastructure Improvements – Newman, California

Funding: CDBG (Community Development Block Grant)

2014 Infrastructure Improvements, Newman, California

Funding: CDBG (Community Development Block Grant)

Safe Routes to School, State Cycle 10, Newman, California

Funding: SR2S (Caltrans Local Assistance)

Colorado Avenue Reconstruction, San Joaquin, California

Funding: RSTP (Caltrans Local Assistance)

16th Street, “O” Street, & “Q” Street Rehabilitation, Firebaugh, California

Funding: RSTP (Caltrans Local Assistance)

Sanitary Sewer and Storm Drainage Improvements, Firebaugh, California

Funding: CDBG (Community Development Block Grant)

Safe Routes to School, Federal Cycle 3, Firebaugh, California

Funding: SRTS (Caltrans Local Assistance)

Safe Routes to School, Federal Cycle 2 – Firebaugh, California

Funding: SRTS (Caltrans Local Assistance)

Downtown Street Light Replacement, Firebaugh, California

Funding: CDBG (Community Development Block Grant)

Parlier Unified Bus Purchase, Parlier Unified School District, Parlier, California

Funding: CMAQ (Caltrans Local Assistance)

Downtown Sidewalks and Ramps, Firebaugh, California

Funding: ESPL-ARRA (Caltrans Local Assistance)

Proposition 13 Waterline Rehabilitation, Firebaugh, California

Funding: DWR

Water System Improvements, Gustine, California

Funding: USDA - ARRA

City Hall and Police Department Rehabilitation, Gustine, California

Funding: USDA – ARRA

13th Street Reconstruction, Firebaugh, California

Funding: RSTP (Caltrans Local Assistance)

Downtown Sidewalks and Ramps, Gustine, California

Funding: ESPL – ARRA (Caltrans Local Assistance)

Education:	California State University, Chico, 2012 <ul style="list-style-type: none">• BS/Civil Engineering
Registration (CA):	Professional Engineer, CE 86605
Years of Experience:	4 years (4 years with Gouveia Engineering)
Professional Affiliations:	American Society of Civil Engineers
Fields of Expertise:	Water, Wastewater, Stormwater, Transportation/Streets, Construction Plans and Specifications, Public Works Standards and Specifications, Construction Observation and Management, Plan Checking

Nick Fontaine has 4 years of experience in civil engineering design of public works projects. His experience includes design of water distribution systems, sanitary sewer collection and conveyance, storm drainage systems, roads/streets, and structural design/analysis.

Relevant Experience

CMAQ Poso Canal Pedestrian/Bike Trail, Firebaugh, California

Design Engineer for project consisting of constructing a Class I trail that included AC pavement, pedestrian rest areas, and signage. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and construction engineering support.

CMAQ Dunkle Park, River Lane, and 12th Street Pedestrian Facilities, Firebaugh, California

Design Engineer for project consisting of constructing sidewalks, AC access segments to existing trails, pedestrian rest areas, and signage. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and construction engineering support.

HSIP Highway 33/140 Medians, Gustine, California

Design Engineer for project consisting of constructing raised and at-grade medians, including decorative stamped concrete, and reconfiguration of striping and signage. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and construction engineering support.

Downtown Beautification Improvements, Livingston, California

Design Engineer for project consisting of reconstructing 3 blocks of downtown. Work included new pavement with corner bulbouts, curb and gutter, decorative sidewalk and lighting, tree wells, and sound system. Responsible for design, contract documents, and construction engineering services.

State Route 165 Sewer Line Replacement, Los Banos, California

Design Engineer for project consisting of replacing 1.5 miles of sewer trunk line on the State Highway, including sewer services, manholes, and pavement repairs. Responsible for design, contract documents, and construction engineering services.

“F” Street Sidewalk and Road Widening, Livingston, California

Design Engineer for project consisting of constructing new sidewalk, curb and gutter, and widening 800 feet of an existing road. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

“K” Street Storm Drainage Improvements, Los Banos, California

Design Engineer for project consisting of constructing new storm drain lines, catch basins, manholes, and other appurtenant improvements in the City’s downtown area. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

“L” Street Waterline, Los Banos, California

Design Engineer for project consisting of constructing a new waterline in the City’s downtown area. Work included new water services, valves, fire hydrants, and surface improvements. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

16th Street, “O” Street, and “Q” Street Pavement Improvements, Firebaugh, California

Design Engineer for project consisting of asphalt concrete overlays, pavement reconstruction, and curb and gutter replacements of 3 streets. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

Idaho Avenue Reconstruction, San Joaquin, California

Design Engineer for project consisting of reconstructing sidewalk, curb, gutter, and pavement. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

Sidewalk Infill Project, Livingston, California

Design Engineer for project consisting of constructing sidewalk, curb, gutter, and storm drainage facilities at various locations throughout the City. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

CDBG Waterline Replacement, Firebaugh, California

Design Engineer for project consisting of replacing and installing new water distribution lines throughout the City. Work included installation of fire hydrants, valves, and pavement repairs. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

River Lane and Cardella Avenue Waterline and Road Reconstruction, Firebaugh, California

Design Engineer for project consisting of installing new water distribution lines, valves, fire hydrants, and reconstructing street pavement on 2 streets. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

CDBG Water Storage Tank, San Joaquin, California

Design Engineer for project consisting of constructing a 850,000 gallon water storage tank and booster pump station, including emergency generator, electrical controls, and site improvements. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

Henry Miller Road Storm Drainage Improvements, Los Banos, California

Design Engineer for project consisting of constructing a storm drainage trunk line to convey runoff from the Northwest City quadrant. Work included a lift station, manholes, and surface improvements. Responsible for design, preparing plans and specifications, reviewing submittals, periodic construction observation, and providing construction engineering support.

A. Mark Arrieta, Senior Inspector

Education:	San Jose High School, San Jose, 1983 <ul style="list-style-type: none">• Graduate Merced College, Merced and Los Banos, 1994-2003 <ul style="list-style-type: none">• Computer Science and Mathematics Courses AutoCAD
Employment History:	Senior Inspector, Gouveia Engineering, Inc., Oct. 2009 Senior Inspector, Boyle Engineering, 2005-2007 Inspector, Stoddard & Associates, 2001-2005
Fields of Expertise:	Public Works Inspection; Underground Infrastructure; Water, Storm Drainage, and Sanitary Sewer; Municipal Wells; Pump Stations; Storage Tanks; Agricultural Irrigation Systems Inspection; Construction Surveying/Staking; Asphalt Concrete, Portland Concrete, Soils and Aggregate Materials Sampling and Testing; Asphalt Concrete Pavements; Reinforced Concrete Structures; Concrete Lined Channels; and Water Control Structures

Related Experience:

Mark Arrieta has been a construction inspector since 2001. He has extensive experience with public works projects and large scale irrigation systems. He has provided construction observation and inspection services for projects ranging from minor street repairs and pipeline installations to multi-million dollar projects such as large pipeline systems, municipal water wells, above ground water storage tanks, booster pump stations, road construction, etc. He has been in charge of inspecting numerous public works projects and subdivisions in several cities in the Central Valley, and currently serves as the Public Works Inspector for the Cities of Firebaugh, Gustine, and Livingston.

Mark Arrieta is knowledgeable of current industry standard codes and construction safety standards such as ASTM, AWWA, ACI, and CalOSHA. He has recently completed an internship with the California Department of Transportation (Caltrans) on materials sampling and quality control. Project experience includes:

CMAQ Poso Canal Pedestrian/Bike Trail, Firebaugh, California

Project Inspector for project consisting of constructing a Class I trail that included AC pavement, pedestrian rest areas, and signage. Responsible for design, contract documents, construction engineering services, and contract administration.

CMAQ Dunkle Park, River Lane, and 12th Street Pedestrian Facilities, Firebaugh, California

Project Inspector for project consisting of constructing sidewalks, AC access segments to existing trails, pedestrian rest areas, and signage. Responsible for construction observation, and construction engineering field support.

RSTP 16th Street, "O" Street, and "Q" Street Rehabilitation, Firebaugh, California

Project Inspector for project consisting of reconstruction of curb and gutter, AC overlays, and pavement reconstruction. Responsible for construction observation, and construction engineering field support.

CMAQ "F" Street Widening, Livingston, California

Project Inspector for project consisting of adding one travel lane and constructing curb, gutter, and sidewalk. Responsible for construction observation, and construction engineering field support.

Colorado Avenue Reconstruction, San Joaquin, California

Project Inspector for project consisting of widening, reconstruction, and AC overlaying approximately half mile of road. Project included new curb and gutter and other storm drainage improvements.

A. Mark Arrieta, Senior Inspector

HSIP Highway 33/140 Medians, Gustine, California

Project Inspector for project consisting of constructing raised and at-grade medians, including decorative stamped concrete, and reconfiguration of striping and signage. Responsible for construction observation, and construction engineering field support.

Well No. 8 TCP Treatment, Livingston, California

Project Inspector for the construction of TCP water treatment facilities for a municipal well including all discharge piping, tanks, and controls located in a masonry block building. Also included were pavement, lighting, fencing and gates.

Safe Routes to School, Federal Cycle 3, Firebaugh, California

Project Inspector for project consisting of installation of sidewalks, wheelchair ramps, lighted crosswalks, curb and gutter, catch basins, storm drainage lines and manholes.

Safe Routes to School, Federal Cycle 2, Firebaugh, California

Project Inspector for project consisting of undergrounding power and installation of sidewalks, wheelchair ramps, crosswalks, curb and gutter, catch basins, storm drainage lines and manholes.

Rehabilitation of Airport Storm Drainage System, Gustine, California

Project Inspector for project consisting of installing approximately 2,200 linear feet of storm drainage pipe, and constructing an inlet structure and a pump station at the Gustine Airport.

CDBG-Sanitary Sewer and Storm Drainage Improvements, Firebaugh, California

Project Inspector for project consisting of installation of sanitary sewer and storm drainage pipelines in various areas of the city, installing a storm drainage pump station, and repaving all project area streets.

CDBG – Downtown Street Light Replacement, Firebaugh, California

Project inspection for project consisting of replacement of existing street lighting with decorative lighting in the City's downtown area.

State Highway 33 Infrastructure, Firebaugh, California

Project Inspector for project consisting of installation of water, storm drainage and sanitary sewer infrastructure to commercial development. Project included a bore and jack under Highway 33.

Proposition 13 Waterline Rehabilitation Project, Firebaugh, California

Project Inspector for project consisting of replacement of approximately 2 miles of water distribution pipelines, installation of approximately 1000 water meters and reconstructing sidewalk, curb, gutter, and pavement.

2010 Downtown Beautification project, Firebaugh, California

Project Inspector for project consisting of installing decorative sidewalks, tree wells, and miscellaneous decorative treatments.

Rehabilitation of Airport Storm Drainage System, Gustine, California

Project Inspector for project consisting of installing approximately 2,200 linear feet of storm drainage pipe, and constructing an inlet structure and a pump station at the Gustine Airport.

13th Street Reconstruction, Firebaugh, California

Project Inspector for project for the reconstruction of four street blocks, including asphalt concrete pavement and curb and gutter.

Our approach to all tasks and City projects begins with listening to and understanding the needs of the City. We evaluate several options based on the project task or scope and make recommendations to the City that, in our professional opinion, best meet the City's needs and are cost effective. This may be done informally or through meetings with City staff, feasibility studies, pre-design reports, etc. Once the project task or scope is established, we assemble the best suitable project team, focusing on technical knowledge, cost effectiveness and ability to meet schedules.

Our staff is readily available to our clients, whether on the telephone, via email or in person. We believe City Staff, including Public Works, can attest to that. We pride ourselves on being approachable and maintaining open lines of communication and going the "extra mile" to achieve our client's goals.

Gouveia Engineering uses the latest releases of top industry software programs for design and preparation of plans and specifications, such as CAD Civil 3D 2019 for civil design and drafting, Microsoft Office Word for specification and word processing, H2O Net for hydraulic modeling, Autoturn for traffic design, etc.

We maintain a current library of "front end" contract documents that are used depending on project requirements, primarily due to funding sources. We use State of California Department of Transportation Standard Specifications for projects on Caltrans' right-of-way and for FHWA funded projects administered through Caltrans Local Assistance.

As Gouveia Engineering performs the tasks for each project, the City will be kept informed of the project's progress through periodic reports, perhaps bi-weekly or monthly. Reports will address project schedule, status of deliverables, budget status, as well as any suggested or required adjustment to the original scope. At significant project milestones, we propose meeting with City staff for more in-depth briefings on the project status at those particular stages, and to receive input from City staff. Gouveia Engineering will also provide preliminary plans and specifications for City review at pre-established milestones such as 30% plans, 65% plans/specs/estimate, and 90% plans/specs/estimate.

Internally, Gouveia Engineering will maintain the project on track by implementing its Quality Assurance/Quality Control (QA/QC) protocols. We establish a project management matrix that correlates staff utilization, budget, schedule, project critical path, target milestones, and deliverables for the duration of the project. We hold weekly or bi-weekly project team meetings to assess project status and make any required adjustments to keep the project on schedule and on budget. The Project Manager routinely monitors all internal project metrics to make those determinations.

Should unexpected changes in the scope arise, we will immediately inform the City and will work together with City staff to make whatever adjustments are necessary and minimize impacts to the schedule and budget.

As it specifically relates to FHWA funded grant programs administered by Caltrans Local Assistance, Gouveia Engineering has extensive experience with the application process, as well as with Caltrans and FHWA funding procedures and documentation requirements.

We understand and acknowledge that due to FHWA program constraints, and as mentioned in the RFQ, the City will be limited to use federal funds to pay for either Preliminary Engineering or Construction Engineering on a specific project under this contact.

Following is a partial outline of services and deliverables to be provided under this contract. Additional services will be provided as required for specific projects or conditions.

A. Design and Bidding Services

1. Prepare plans and specifications for all portions of a project as determined by the engineer, with input of City staff;

2. Consult with State and Federal agencies having jurisdictional authority over each project as warranted;
3. Obtain Right-of-Way clearance;
4. Prepare and send advertisements for bids to the legal paper and the Construction Bulletin for solicitation of bids;
5. Reproduce contract documents for bidding purposes;
6. Review the bids and prepare bid tabulation;
7. Evaluate bids, make recommendation to the City Council, assemble and award contracts.

B. Project Management / Construction Services

1. Convene a pre-construction meeting with staff, contractors, utility company representatives, etc;
2. Perform construction staking;
3. Provide construction observation during construction;
4. Prepare and maintain detailed documentation, including photographs and/or video if warranted and a log of the contractor's progress;
5. Convene regular construction progress meetings as required;
6. Review of and make recommendation on contractor pay requests;
7. Prepare, review and recommend action for proposed change orders;
8. Review and recommend final acceptance of project by City;
9. Responsible for establishing and maintaining a library of the following records:
 - Permits and applications;
 - Contract documents;
 - Addenda;
 - Copies of referenced standard specifications;
 - Project schedules;
 - Shop drawings and submittals;
 - Applicable correspondence;
 - Records of pertinent telephone conversations;
 - File memoranda, directives and change orders;
 - Requests and recommendations for payment;
 - Project budgets and cost information;
 - Construction diaries and logs;
 - Field test results;
 - Record drawings;
 - Project photographs;
 - Project studies and reports;
 - Project progress and meeting minutes;
 - Other information as necessary or required.

C. Grant Applications

1. Prepare and submit grant applications.

D. Grant Administration Services

1. Prepare and submit Request for Authorization (RFA) to Caltrans Local Assistance for the various phases of work:
 - Preliminary Engineering (PE)
 - Right-of-Way (R/W)
 - Utility Relocation (RW/UTIL)
 - Construction (CON)
2. Prepare and submit invoices to Caltrans Local Assistance for Federal reimbursement
3. Obtain and/or amend Authorization to Proceed (E-76) for the various phases of work from FWHA/Caltrans
4. Prepare and Submit Award Package to Caltrans
5. Prepare and Submit Final Expenditures Package to close out the project

As previously stated in the project and management approach portion of this SOQ, Gouveia Engineering assembles the best suited project team for each specific project, with emphasis on technical expertise and cost effectiveness. We assign project tasks to team members in a way that maximizes efficiency and cost effectiveness. If appropriate, tasks will be assigned to an associate engineer or to a designer instead of to a principal engineer to reduce costs. However, our strict quality control and assurance plan ensures that the final product is reviewed and approved by Mario Gouveia before it leaves our office.

In certain instances, we may suggest incorporating value engineering measures into a project if, by doing so, we feel that it provides significant savings but does not jeopardize the overall integrity and quality of the project.

During the planning and pre-design stages of a project, Gouveia Engineering evaluates several alternatives, ranks them by cost effectiveness and makes recommendations to the client based on our experience and professional opinions.

We take pride in preparing Plans and Specifications that are technically correct, complete, and clear. This in turn will usually result in lower bid prices, fewer requests for information from contractors, and fewer change orders during construction.

During the construction stage, Gouveia Engineering keeps open lines of communication with both the client and the contractor to facilitate the resolution of any construction issues. We always look for ways to improve the final product that will result in further cost savings to the client.

As previously mentioned, Gouveia Engineering will maintain the project on track by implementing its QA/QC protocols. We establish a project management matrix that correlates staff utilization, budget, schedule, project critical path, target milestones, and deliverables for the duration of the project. We hold project team meetings as necessary to assess project status and make any required adjustments to keep the project on schedule and on budget. The Project Manager routinely monitors all internal project metrics to make those determinations.

Should unexpected changes in the scope arise, we will immediately inform the City and will work together with City Staff to make whatever adjustments are necessary and minimize impacts to the schedule and budget.

4. PAST EXPERIENCE ON CITY PROJECTS

Following is a list of completed City projects that Gouveia Engineer designed and provided construction engineering services for. The list focuses on City of Firebaugh transportation projects but also lists a few other projects in other cities and non-transportation related.

Dunkle Park, River Lane, and 12th Street Pedestrian Facilities

Sidewalks, AC trail access points, pedestrian rest areas, and signage

Project Type: Pedestrian Facilities/Parks
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$0.3 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2017



Poso Canal Pedestrian/Bike Trail

Class I trail, ramps, hardscaping



Project Type: Pedestrian Facilities
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$0.3 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2017

Trail Rehabilitation and Pedestrian Improvements

Rehabilitate trail pavement, install lighting, and pedestrian rest areas

Project Type: Pedestrian Facilities/Parks
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$0.4 Million
Funding: ATP – Application by Gouveia Engineering
Status: Ongoing – Pre-Design



Safe Routes to School Federal Cycle 3

Construct sidewalks, wheelchair ramps and lighted crosswalks.

Project Type: Streets
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$0.5 Million
Funding: SRTSL Application by Gouveia Engineering
Status: Completed 2014



Beehive Drive and Helm Canal Waterline

Installing approximately 1 mile of PVC C-900 waterlines, numerous fire hydrants, water valves, water services, as well as pavement repairs.

Project Type: Water
Client: City of Firebaugh
Ben Gallegos, (559) 694-6166
Location: City of Firebaugh
Value: \$1.0 Million
Funding: CDBG – Partial Application by Gouveia Engineering
Status: Completed 2013



Well 8 – TCP Treatment Plant, Livingston

Constructing a wellhead treatment plant to remove trichloropropane (TCP) from the existing well. The treatment facilities are expandable to enable TCP treatment of other wells.

Project Type: Water
Client: City of Livingston
Jose Ramirez, (209) 394-8041
Location: City of Livingston
Value: \$2.2 Million
Funding: City's TCP Fund
Status: Completed 2014



Highway 33/140 Bike Lanes

Class II bike lanes, signage



Project Type: Streets
Client: City of Gustine
Doug Dunford, (209) 854-6471
Location: City of Gustine
Value: \$0.4 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2016

Gallo Park Improvements, Livingston

Construction of an ADA accessible playground, a restroom building with ladies and mens facilities, three picnic areas with shade structures, benches, tables, grills, trash receptacles, and the planting of numerous trees and installation of sod.

Project Type: Parks
Client: City of Livingston
Jose Ramirez, (209) 394-4190
Location: City of Livingston
Value: \$0.5 Million
Funding: State Department. of Parks & Recreation
Status: Completed 2015



Sidewalk Infill Project

Sidewalks, curb, gutter, drainage



Project Type: Streets
Client: City of Livingston
José Antonio Ramírez (209) 394-4190
Project Location: City of Livingston
Value: \$0.3 Million
Funding: CMAQ – Application by Gouveia Engineering
Status: Completed 2017

5. CONFLICT OF INTEREST STATEMENT

Gouveia Engineering has not provided, is not currently providing, and will not provide design engineering services and/or construction engineering services under a contractual relationship with a construction contractor on any project to be completed under this contract.

Gouveia Engineering will comply with Article XIII, Conflict of Interest, of the Sample Agreement included as Attachment 1 of the RFQ.

6. LITIGATION

Gouveia Engineering was not involved with any litigation in connection with prior contracts.

7. CONTRACT AGREEMENT

Gouveia Engineering has no issues with the sample contract agreement included in Attachment 1 of the RFQ.

8. FEDERAL AID PROVISIONS

Attached are the completed forms provided in Attachment 2 of the RFQ which include the following:

- Equal Opportunity Certification
- Public Contract Code (Statements and Questionnaire)
- Noncollusion Affidavit
- Debarment and Suspension Certification for Federal-Aid Contracts
- Disclosure of Lobbying Activities (LAPM 10-Q)
- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-01)
- DBE Information - Good Faith Effort (LAPM 15-H)
- Certification of Indirect Costs Rate (LAPM 10-K)

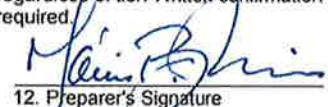
9. COST PROPOSAL

See attached separate sealed envelope.

REQUIRED FORMS AND LAPM EXHIBITS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Firebaugh 2. Contract DBE Goal: 0%
 3. Project Description: On-call Engineering Services for Federally Funded Transportation Projects
 4. Project Location: City of Firebaugh
 5. Consultant's Name: Gouveia Engineering Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Surveying Services	39549	Central Valley Engineering & Surveying 2132 High Street, Selma, CA 93662	TBD	
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	TBD %	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
20. Local Agency Representative's Signature	21. Date	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		
22. Local Agency Representative's Name	23. Phone	 12. Preparer's Signature Mario B Gouveia, PE	06-13-2018 13. Date	
24. Local Agency Representative's Title		14. Preparer's Name President/Principal Engineer	(209) 854-3300 15. Phone	
		16. Preparer's Title		

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

EXHIBIT 10-A
A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST
Caltrans Division of Local Assistance
(Completed by Local Agencies, One per Contract)
(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)
(For Amendments, use only when there are additional subconsultants or changes in ICR)

EMAIL TO:

California State Department of Transportation
Independent Office of Audits and Investigations
conformance.review@dot.ca.gov
Attention: Audit Manager, External Contracts-Local Agencies

Date: _____
Federal Project Number: _____

The following applicable documents are attached for proposed A&E Consultant Contract No. _____ at a proposed Contract or Amended amount of \$ 1,000,000.00, with Gouveia Engineering Inc.
(Prime Consultant's full legal name)

The Project Description is **(Identify if an Amendment or a New Contract):** On-call Engineering Services for Federally Funded Transportation Projects

Participation Amounts for Prime and all Sub-consultants on this contract are:

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5 or N/A (see below)	Caltrans ICR Acceptance ID # (if available)
Gouveia Engineering Inc.	1,000,000	4	

Note: Add pages if necessary.

N/A applies to Consultants with participation amount less than \$150,000

I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts \geq \$150,000* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:

Minimum Requirements

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
- 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) – Completed by Consultants
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
- 4) Points of contact for Local Agency and Prime Consultant

Name MARIO B. GOUVEIA Signature 
Title PRESIDENT

Name of Local Agency and Department City of Firebaugh
Address 1133 "P" Street, Firebaugh, CA 93622

***Consultants with multi-year Contracts that begin at \$150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.**

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 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. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u><i>Mario B. Gouveia</i></u> Print Name: <u>Mario B Gouveia, PE</u> Title: <u>President/Principal Engineer</u> Telephone No.: <u>(209) 854-3300</u> Date: <u>06-13-2018</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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

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

Consultant's Full Legal Name: Gouveia Engineering Inc.

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

Indirect Cost Rate:

Combined Rate 72.18 % **OR**

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * 01-01-14 to 12-31-14

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 715,250 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 4.
- Audit history of the consultant's current and prior years (if applicable)
 - ☐ Cognizant ICR Audit
 - ☐ Local Gov't ICR Audit
 - ☐ Caltrans ICR Audit
 - ☒ CPA ICR Audit
 - ☐ Federal Gov't ICR Audit

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

Name**: Mario B Gouveia, PE

Title**: President/Principal Engineer

Signature: 

Date of Certification (mm/dd/yyyy): 06-13-2018

Email**: mgouveia@gouveiaengineering.com

Phone Number**: (209) 854-3300

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

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

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

EXHIBIT 10-A
A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST
Caltrans Division of Local Assistance
(Completed by Local Agencies, One per Contract)
(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)
(For Amendments, use only when there are additional subconsultants or changes in ICR)

EMAIL TO:

California State Department of Transportation
Independent Office of Audits and Investigations
conformance.review@dot.ca.gov

Attention: Audit Manager, External Contracts-Local Agencies

Date: 06/13/2018
Federal Project Number: _____

The following applicable documents are attached for proposed A&E Consultant Contract No. _____ at a proposed Contract or Amended amount of \$ _____, with _____
(Prime Consultant's full legal name)

The Project Description is (Identify if an Amendment or a New Contract): _____

Participation Amounts for Prime and all Sub-consultants on this contract are:

Consultant's Name	Participation Amount	Category 1, 2, 3, 4, 5 or N/A (see below)	Caltrans ICR Acceptance ID # (if available)
<u>CVEAS</u>	<u>TBD</u>	<u>4</u>	

Note: Add pages if necessary.

N/A applies to Consultants with participation amount less than \$150,000

I verify that we have received from the prime & sub-consultants on this contract and are forwarding to A&I, the financial documents that meet A&I's minimum requirements for contracts \geq \$150,000* (as listed below) as well as the financial documents required under each Consultant's Category Requirements as specified in the Exhibit 10-A Checklist:

Minimum Requirements

- 1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed for each contract, by Local Agency
- 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants
- 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (Except for firms requesting the Safe Harbor Rate)
- 4) Points of contact for Local Agency and Prime Consultant

Name NICK SAHOTA

Signature 

Title 666

Name of Local Agency and Department _____
Address _____

*Consultants with multi-year Contracts that begin at \$150,000 or more, with Indirect Cost Rates (ICR) that change every year are required to follow the same minimum and category requirements for each fiscal year ICR proposed.

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

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

Consultant's Full Legal Name: CENTRAL VALLEY ENGINEERING AND SURVEYING

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

Indirect Cost Rate:

Combined Rate 178 % OR

Home Office Rate 178 % and Field Office Rate (if applicable) 178 %

Facilities Capital Cost of Money 178 % (if applicable)

Fiscal period * 2016 - 2017

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ 100,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 8.
- Audit history of the consultant's current and prior years (if applicable)

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

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

Name**: NICK SAHOTA

Title**: PRESIDENT

Signature: [Signature]

Date of Certification (mm/dd/yyyy): 06/13/2018

Email**: nsahota@cveas.com

Phone Number**: (559) 891-8811

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

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

Distribution:

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

COST PROPOSAL
ON-CALL CONTRACT
AUM 2013 (Rev. 10/12)

Contract # 06A1943

Addendum 2

Consultant: Davis Evans and Associates, Inc.
Subconsultant: Central Valley Engineering and Surveying, Inc.
1/30/2014

Loaded Rate Calculation

Non-Exempt Employee Loaded Billing Rate
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) + 5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rate
C) Straight Time = 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differential Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under D/R determination.

Prime Office Personnel:	Fringe Benefits %	Overhead %	General Administration %	Combined %
NORMAL	60.00%	75.00%	30.00%	165.00%
OVERTIME	60.00%	75.00%	30.00%	165.00%
Field Office Personnel:	Fringe Benefits %	Overhead %	General Administration %	Combined %
NORMAL	60.00%	75.00%	30.00%	165.00%
OVERTIME	60.00%	75.00%	30.00%	165.00%

Name/Classification		Home Office Personnel Field Office Personnel	Prevailing Wage Rates established by DER (Los Angeles) (only applicable for prevailing wage work)									Employee Actual Rate (Fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total + DIR Total			Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
			Base Salary			Fringe Benefits	Total Base Salary + Fringe Benefits			Base Salary			Employee Fringe	Total = Base + Fringe			Straight			1.5 OT			2.0 OT			Straight			OT (1.5x)					OT (2x)			From	To																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
			1.5 OT	2.0 OT			1.5 OT	2.0 OT		1.5 OT	2.0 OT			1.5 OT	2.0 OT		1.5 OT	2.0 OT		1.5 OT	2.0 OT		1.5 OT	2.0 OT		1.5 OT	2.0 OT		1.5 OT	2.0 OT				1.5 OT	2.0 OT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
			1.5 OT	2.0 OT			1.5 OT	2.0 OT		1.5 OT	2.0 OT			1.5 OT	2.0 OT		1.5 OT	2.0 OT		1.5 OT	2.0 OT		1.5 OT	2.0 OT		1.5 OT	2.0 OT		1.5 OT	2.0 OT				1.5 OT	2.0 OT				1.5 OT	2.0 OT																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Maritina (Nick) Saldaña PLS, Task Leader			OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

- Note employees/classifications that are subject to prevailing wage requirements with an asterisk (*). Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
- "NC" denotes No Charge for work more than 8 hours per day or on weekends and holidays for this contract only.
- The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
- The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 6/30/2014. Callions Control Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for those employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 6/30/2014. Hourly rates for new Travel Time Charges.
- For Managers: On weekends up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
For Example: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows:

Contract # 06A124
ATC-Bureau
Consultant: David Evans and Associates, Inc.
Subconsultant: Central Valley Engineering and Surveying, Inc.

[illegible]

Project/Category	Status	Performance Metrics (Q1-Q4)										Financial Summary (Q1-Q4)										Annual Totals				
		Q1 Performance					Q2 Performance					Q3 Performance					Q4 Performance					Total Revenue	Total Profit			
		Revenue	Profit	Units	Cost	Margin	Revenue	Profit	Units	Cost	Margin	Revenue	Profit	Units	Cost	Margin	Revenue	Profit	Units	Cost	Margin					
Project Alpha Strategic Initiative	Completed	120	15000	10000	5000	33%	130	16000	11000	5000	38%	140	17000	12000	5000	36%	150	18000	13000	5000	33%	540	66000	48000	18000	33%
	In Progress	90	11000	7000	4000	36%	100	12000	8000	4000	33%	110	13000	9000	4000	30%	120	14000	10000	4000	29%	420	50000	34000	16000	33%
	On Hold	60	8000	5000	3000	38%	70	9000	6000	3000	33%	80	10000	7000	3000	30%	90	11000	8000	3000	27%	300	37000	26000	11000	30%
	Cancelled	30	4000	2000	2000	50%	40	5000	2500	2500	50%	50	6000	3000	3000	50%	60	7000	3500	3500	50%	180	22000	11000	11000	50%
	Completed	150	18000	12000	6000	33%	160	19000	13000	6000	31%	170	20000	14000	6000	30%	180	21000	15000	6000	29%	660	80000	58000	22000	33%
Project Beta Strategic Initiative	Completed	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	110	13000	9000	4000	31%	380	46000	32000	14000	33%
	In Progress	70	9000	5000	4000	44%	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	340	42000	29000	13000	33%
	On Hold	40	5000	2500	2500	50%	50	6000	3000	3000	50%	60	7000	3500	3500	50%	70	8000	4000	4000	50%	220	27000	13500	13500	50%
	Cancelled	10	1000	500	500	50%	20	2000	1000	1000	50%	30	3000	1500	1500	50%	40	4000	2000	2000	50%	100	12000	6000	6000	50%
	Completed	130	16000	10000	6000	38%	140	17000	11000	6000	35%	150	18000	12000	6000	33%	160	19000	13000	6000	31%	580	70000	52000	18000	33%
Project Gamma Strategic Initiative	Completed	60	8000	4000	4000	50%	70	9000	4500	4500	50%	80	10000	5000	5000	50%	90	11000	5500	5500	50%	270	33000	16500	16500	50%
	In Progress	50	6000	3000	3000	50%	60	7000	3500	3500	50%	70	8000	4000	4000	50%	80	9000	4500	4500	50%	220	27000	13500	13500	50%
	On Hold	30	4000	2000	2000	50%	40	5000	2500	2500	50%	50	6000	3000	3000	50%	60	7000	3500	3500	50%	180	22000	11000	11000	50%
	Cancelled	15	1500	750	750	50%	25	2500	1250	1250	50%	35	3500	1750	1750	50%	45	4500	2250	2250	50%	120	15000	7500	7500	50%
	Completed	100	12000	7000	5000	42%	110	13000	8000	5000	40%	120	14000	9000	5000	36%	130	15000	10000	5000	33%	460	55000	40000	15000	33%
Project Delta Strategic Initiative	Completed	110	13000	8000	5000	38%	120	14000	9000	5000	36%	130	15000	10000	5000	33%	140	16000	11000	5000	31%	500	62000	46000	16000	33%
	In Progress	100	12000	7000	5000	42%	110	13000	8000	5000	40%	120	14000	9000	5000	36%	130	15000	10000	5000	33%	460	55000	40000	15000	33%
	On Hold	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	110	13000	9000	4000	31%	380	46000	32000	14000	33%
	Cancelled	50	6000	3000	3000	50%	60	7000	3500	3500	50%	70	8000	4000	4000	50%	80	9000	4500	4500	50%	220	27000	13500	13500	50%
	Completed	130	16000	10000	6000	38%	140	17000	11000	6000	35%	150	18000	12000	6000	33%	160	19000	13000	6000	31%	580	70000	52000	18000	33%
Project Epsilon Strategic Initiative	Completed	90	11000	7000	4000	36%	100	12000	8000	4000	33%	110	13000	9000	4000	30%	120	14000	10000	4000	29%	420	50000	34000	16000	33%
	In Progress	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	110	13000	9000	4000	31%	380	46000	32000	14000	33%
	On Hold	60	8000	5000	3000	38%	70	9000	6000	3000	33%	80	10000	7000	3000	30%	90	11000	8000	3000	27%	300	37000	26000	11000	30%
	Cancelled	30	4000	2000	2000	50%	40	5000	2500	2500	50%	50	6000	3000	3000	50%	60	7000	3500	3500	50%	180	22000	11000	11000	50%
	Completed	150	18000	12000	6000	33%	160	19000	13000	6000	31%	170	20000	14000	6000	30%	180	21000	15000	6000	29%	660	80000	58000	22000	33%
Project Zeta Strategic Initiative	Completed	70	9000	5000	4000	44%	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	340	42000	29000	13000	33%
	In Progress	60	8000	4000	4000	50%	70	9000	4500	4500	50%	80	10000	5000	5000	50%	90	11000	5500	5500	50%	270	33000	16500	16500	50%
	On Hold	40	5000	2500	2500	50%	50	6000	3000	3000	50%	60	7000	3500	3500	50%	70	8000	4000	4000	50%	220	27000	13500	13500	50%
	Cancelled	10	1000	500	500	50%	20	2000	1000	1000	50%	30	3000	1500	1500	50%	40	4000	2000	2000	50%	100	12000	6000	6000	50%
	Completed	130	16000	10000	6000	38%	140	17000	11000	6000	35%	150	18000	12000	6000	33%	160	19000	13000	6000	31%	580	70000	52000	18000	33%
Project Eta Strategic Initiative	Completed	100	12000	7000	5000	42%	110	13000	8000	5000	40%	120	14000	9000	5000	36%	130	15000	10000	5000	33%	460	55000	40000	15000	33%
	In Progress	90	11000	7000	4000	36%	100	12000	8000	4000	33%	110	13000	9000	4000	30%	120	14000	10000	4000	29%	420	50000	34000	16000	33%
	On Hold	70	9000	5000	4000	44%	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	340	42000	29000	13000	33%
	Cancelled	50	6000	3000	3000	50%	60	7000	3500	3500	50%	70	8000	4000	4000	50%	80	9000	4500	4500	50%	220	27000	13500	13500	50%
	Completed	130	16000	10000	6000	38%	140	17000	11000	6000	35%	150	18000	12000	6000	33%	160	19000	13000	6000	31%	580	70000	52000	18000	33%
Project Theta Strategic Initiative	Completed	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	110	13000	9000	4000	31%	380	46000	32000	14000	33%
	In Progress	70	9000	5000	4000	44%	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	340	42000	29000	13000	33%
	On Hold	50	6000	3000	3000	50%	60	7000	3500	3500	50%	70	8000	4000	4000	50%	80	9000	4500	4500	50%	220	27000	13500	13500	50%
	Cancelled	20	2000	1000	1000	50%	30	3000	1500	1500	50%	40	4000	2000	2000	50%	50	6000	3000	3000	50%	140	17000	8500	8500	50%
	Completed	130	16000	10000	6000	38%	140	17000	11000	6000	35%	150	18000	12000	6000	33%	160	19000	13000	6000	31%	580	70000	52000	18000	33%
Project Iota Strategic Initiative	Completed	60	8000	4000	4000	50%	70	9000	4500	4500	50%	80	10000	5000	5000	50%	90	11000	5500	5500	50%	270	33000	16500	16500	50%
	In Progress	50	6000	3000	3000	50%	60	7000	3500	3500	50%	70	8000	4000	4000	50%	80	9000	4500	4500	50%	220	27000	13500	13500	50%
	On Hold	30	4000	2000	2000	50%	40	5000	2500	2500	50%	50	6000	3000	3000	50%	60	7000	3500	3500	50%	180	22000	11000	11000	50%
	Cancelled	15	1500	750	750	50%	25	2500	1250	1250	50%	35	3500	1750	1750	50%	45	4500	2250	2250	50%	120	15000	7500	7500	50%
	Completed	100	12000	7000	5000	42%	110	13000	8000	5000	40%	120	14000	9000	5000	36%	130	15000	10000	5000	33%	460	55000	40000	15000	33%
Project Kappa Strategic Initiative	Completed	90	11000	7000	4000	36%	100	12000	8000	4000	33%	110	13000	9000	4000	30%	120	14000	10000	4000	29%	420	50000	34000	16000	33%
	In Progress	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	110	13000	9000	4000	31%	380	46000	32000	14000	33%
	On Hold	60	8000	5000	3000	38%	70	9000	6000	3000	33%	80	10000	7000	3000	30%	90	11000	8000	3000	27%	300	37000	26000	11000	30%
	Cancelled	30	4000	2000	2000	50%	40	5000	2500	2500	50%	50	6000	3000	3000	50%	60	7000	3500	3500	50%	180	22000	11000	11000	50%
	Completed	150	18000	12000	6000	33%	160	19000	13000	6000	31%	170	20000	14000	6000	30%	180	21000	15000	6000	29%	660	80000	58000	22000	33%
Project Lambda Strategic Initiative	Completed	70	9000	5000	4000	44%	80	10000	6000	4000	40%	90	11000	7000	4000	37%	100	12000	8000	4000	33%	340	42000	29000	13000	33%
	In Progress	60	8000	4000	4000	50%	70	9000	4500	4500	50%	80	10000	5000	5000	50%	90	11000	5500	5500	50%	270	33000	16500	16500	50%
	On Hold	40	5000	2500	2500	50%	50	6000	3000	3000	50%	60	7000	3500	3500	50%	70	8000	4000	4000	50%	220	27000	13500	13500	50%
	Cancelled	10	1000	500	500	50%	20	2000	1000	1000	50%	30	3000													

[illegible]

Loaded Rate Calculation
Non-Exempt Employee Loaded Billing Rate
(A) Straight Time = Actual Hourly Rate * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
(B) 1.5X or 2.0X Overtime = (Actual Hourly Rate * (1 + Fee) + 5X or 1.5X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)
Exempt Employee Loaded Billing Rate
(C) Straight Time at 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR delimitations.

Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	59.88%	116.22%	0.45%	176.55%
OVERTIME	59.88%	116.22%	0.45%	176.55%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	59.88%	116.22%	0.45%	176.55%
OVERTIME	59.88%	116.22%	0.45%	176.55%
Rate:				13.00%
Applicable Multiplier Delta Base (Field)				1.00
Applicable Multiplier Delta Fringe (Field)				1.00

		Prevailing Wage Rate established by DIR (only applicable for prevailing wage work)						Employee Actual Rate (Range benefits vary year over year)						Applicable DELTA TOTAL = Employee Total + DIR Total			Applicable DELTA Base = DIR Rate * Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			Effective Date of Hourly Rate		% Escalation Metric	Actual Hourly Rate and/or Avg'd Hourly Rate			
Name/Classification	Home Office Personnel Field Office Personnel	Base Salary			Fringe Benefits			Base Salary			Fringe Benefits			Total = Base + Fringe			Base Salary			Fringe Benefits			Total = Base + Fringe			Base Salary				From	To	
		Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT	2.0OT	Straight	1.5OT					2.0OT
Leonard Roqua, LSIT Instrument Person	FIELD	\$39.71	\$59.57	\$79.42	\$22.65	\$42.36	\$62.22	\$39.71	\$59.57	\$79.42	\$22.65	\$42.36	\$62.22	\$39.71	\$59.57	\$79.42	\$39.71	\$59.57	\$79.42	\$11.29	\$16.94	\$22.59	\$39.71	\$59.57	\$79.42	\$11.29	\$16.94	\$22.59	7/1/2014	6/30/2015	5.00%	\$ 39.71
Prevailing Wage Work (non-Exempt)		\$40.51	\$60.77	\$81.02	\$22.65	\$43.76	\$64.42	\$40.51	\$60.77	\$81.02	\$22.65	\$43.76	\$64.42	\$40.51	\$60.77	\$81.02	\$40.51	\$60.77	\$81.02	\$11.29	\$16.94	\$22.59	\$40.51	\$60.77	\$81.02	\$11.29	\$16.94	\$22.59	7/1/2015	6/30/2016	5.00%	\$ 41.70
Leonard Roqua, LSIT Chainman	FIELD	\$39.13	\$58.70	\$78.26	\$22.65	\$41.78	\$61.35	\$39.13	\$58.70	\$78.26	\$22.65	\$41.78	\$61.35	\$39.13	\$58.70	\$78.26	\$39.13	\$58.70	\$78.26	\$11.29	\$16.94	\$22.59	\$39.13	\$58.70	\$78.26	\$11.29	\$16.94	\$22.59	7/1/2014	6/30/2015	5.00%	\$ 39.13
Prevailing Wage Work (non-Exempt)		\$40.51	\$60.77	\$81.02	\$22.65	\$43.76	\$64.42	\$40.51	\$60.77	\$81.02	\$22.65	\$43.76	\$64.42	\$40.51	\$60.77	\$81.02	\$40.51	\$60.77	\$81.02	\$11.29	\$16.94	\$22.59	\$40.51	\$60.77	\$81.02	\$11.29	\$16.94	\$22.59	7/1/2015	6/30/2016	5.00%	\$ 41.09
Dieter Ortega Chainman	FIELD	\$39.13	\$58.70	\$78.26	\$25.54	\$64.67	\$84.24	\$39.13	\$58.70	\$78.26	\$25.54	\$64.67	\$84.24	\$39.13	\$58.70	\$78.26	\$39.13	\$58.70	\$78.26	\$12.70	\$19.05	\$25.40	\$39.13	\$58.70	\$78.26	\$12.70	\$19.05	\$25.40	7/1/2014	6/30/2015	5.00%	\$ 39.13
Prevailing Wage Work (non-Exempt)		\$43.01	\$64.52	\$86.02	\$25.54	\$68.56	\$90.06	\$43.01	\$64.52	\$86.02	\$25.54	\$68.56	\$90.06	\$43.01	\$64.52	\$86.02	\$43.01	\$64.52	\$86.02	\$12.70	\$19.05	\$25.40	\$43.01	\$64.52	\$86.02	\$12.70	\$19.05	\$25.40	7/1/2015	6/30/2016	5.00%	\$ 43.94
Certified Party Chief	FIELD	\$37.09	\$56.64	\$76.16	\$25.54	\$62.63	\$82.15	\$37.09	\$56.64	\$76.16	\$25.54	\$62.63	\$82.15	\$37.09	\$56.64	\$76.16	\$37.09	\$56.64	\$76.16	\$11.29	\$16.94	\$22.59	\$37.09	\$56.64	\$76.16	\$11.29	\$16.94	\$22.59	7/1/2014	6/30/2015	5.00%	\$ 44.26
Prevailing Wage Work (non-Exempt)		\$40.51	\$60.77	\$81.02	\$25.54	\$66.05	\$86.31	\$40.51	\$60.77	\$81.02	\$25.54	\$66.05	\$86.31	\$40.51	\$60.77	\$81.02	\$40.51	\$60.77	\$81.02	\$11.29	\$16.94	\$22.59	\$40.51	\$60.77	\$81.02	\$11.29	\$16.94	\$22.59	7/1/2015	6/30/2016	5.00%	\$ 46.47
Instrument Person	FIELD	\$34.00	\$51.00	\$68.00	\$25.54	\$59.54	\$76.54	\$34.00	\$51.00	\$68.00	\$25.54	\$59.54	\$76.54	\$34.00	\$51.00	\$68.00	\$34.00	\$51.00	\$68.00	\$11.29	\$16.94	\$22.59	\$34.00	\$51.00	\$68.00	\$11.29	\$16.94	\$22.59	7/1/2014	6/30/2015	5.00%	\$ 38.71
Prevailing Wage Work (non-Exempt)		\$43.01	\$64.52	\$86.02	\$25.54	\$68.56	\$90.06	\$43.01	\$64.52	\$86.02	\$25.54	\$68.56	\$90.06	\$43.01	\$64.52	\$86.02	\$43.01	\$64.52	\$86.02	\$12.70	\$19.05	\$25.40	\$43.01	\$64.52	\$86.02	\$12.70	\$19.05	\$25.40	7/1/2015	6/30/2016	5.00%	\$ 41.70
Chainman	FIELD	\$31.12	\$46.68	\$62.24	\$25.54	\$56.66	\$72.22	\$31.12	\$46.68	\$62.24	\$25.54	\$56.66	\$72.22	\$31.12	\$46.68	\$62.24	\$31.12	\$46.68	\$62.24	\$11.29	\$16.94	\$22.59	\$31.12	\$46.68	\$62.24	\$11.29	\$16.94	\$22.59	7/1/2014	6/30/2015	5.00%	\$ 38.33
Prevailing Wage Work (non-Exempt)		\$40.51	\$60.77	\$81.02	\$25.54	\$66.05	\$86.31	\$40.51	\$60.77	\$81.02	\$25.54	\$66.05	\$86.31	\$40.51	\$60.77	\$81.02	\$40.51	\$60.77	\$81.02	\$11.29	\$16.94	\$22.59	\$40.51	\$60.77	\$81.02	\$11.29	\$16.94	\$22.59	7/1/2015	6/30/2016	5.00%	\$ 42.14

1. Some employees/classifications that are subject to prevailing wage measurements with an asterisk (*). Prevailing Wage classified is based on current DIR delimitation. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
2. "OT" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 12/16/13. Current Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general delimitations, will be calculated and reimbursed based on their actual hourly rates on 12/16/13 rates for new employees.
5. Travel Time Charges:
 For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
 For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
 For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as below).

Loaded Rate Calculation	
Non-Exempt Employee Loaded Billing Rates	
A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fees) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fees) + 5X or 1.5X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	
C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fees) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)	

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DFR determinations.

Home Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	60.00%	75.00%	30.00%	165.00%
OVERTIME	85.00%	75.00%	30.00%	190.00%
Field Office Personnel:	Fringe Benefit %	Overhead %	General Administration %	Combined %
NORMAL	60.00%	75.00%	30.00%	165.00%
OVERTIME	85.00%	75.00%	30.00%	190.00%
Fees				15.00%
Applicable Multiplier Delta Base (Fringe)				1.00
Applicable Multiplier Delta Fringe (Fringe)				0.00

Name/Classification		Home Office Personnel Field Office Personnel	Prevailing Wage Rate established by DFR (Los Angeles) (only applicable for prevailing wage work)						Employee Actual Rate (Fringe benefits vary year over year)						Applicable DELTA (TOTAL) = Employee Total - DFR Total			Applicable DELTA Base = D/R Rate - Employee Base Rate			Applicable DELTA PRUNGE = DELTA TOTAL - DELTA BASE (Employee - D/R)			Applicable Multiple Fringe (Fringe) =			Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	\$ 00				
			Base Salary		Fringe Benefits		Total Base Salary + Fringe Benefits		Base Salary		Escalated Fringe		Total = Base + Fringe		Straight		1.5 OT		2.0 OT		Straight		1.5 OT		2.0 OT		Loaded Hourly Billing Rates					From		To	
			Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)	From	To							
Project Surveyor		OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$102.03	\$119.53	\$137.03	7/1/2014	6/30/2015	9.00%	\$ 86.00	35.00-50.00				
Non-Prevailing Wage Work (Non-Exempt)																							\$107.13	\$125.50	\$143.88	7/1/2015	6/30/2016	5.00%	\$ 36.75						
																							\$112.49	\$131.78	\$151.08	7/1/2016	6/30/2017	9.00%	\$ 39.59						
Survey Assistant		OFFICE	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$55.30	\$68.30	\$79.30	7/1/2014	6/30/2015	5.00%	\$ 20.00	20.00-45.00				
Non-Prevailing Wage Work (Non-Exempt)																							\$61.22	\$71.72	\$82.22	7/1/2015	6/30/2016	5.00%	\$ 21.00						
																							\$64.28	\$75.30	\$86.33	7/1/2016	6/30/2017	5.00%	\$ 22.05						

1. New employees/classifications that are subject to prevailing wage requirements with an asterisk (*) - Prevailing wage specified is based on current DFR determination. Any future DFR escalation of prevailing wage rate will be reflected in this loaded rates.
2. "OT" denotes no charge for work more than 8 hours per day and for weekends and holidays for the contract only.
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with increased fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on 12/15/13. California Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on 12/15/13. Hourly rates for new
5. Travel Time Charges:
For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follows:
For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follows: