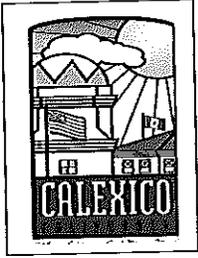


**AGENDA  
ITEM**

**8**



# AGENDA STAFF REPORT

**DATE:** October 21, 2014

**TO:** Mayor and City Council

**APPROVED BY:** Richard N. Warne, Interim City Manager *RNW*

**PREPARED BY:** Nick Servin, Public Works Director/City Engineer *NS*

**SUBJECT:** Authorize the City Manager to Sign Agreement of Professional Services with Bender Rosenthal, Inc. for Right of Way Acquisition Services for Cesar Chavez Blvd. Improvement Federal Project No.: HPLUL-5168(017)

=====

**Recommendation:**

Authorize the City Manager to sign agreement of professional services with Bender Rosenthal, Inc. for Right of Way Acquisition Services for Cesar Chavez Blvd. Improvement Federal Project No.: HPLUL-5168(017).

**Background:**

The City of Calexico Engineering Department has received a grant from the Department of Transportation for Engineering and Right-of-Way in the amount of \$2,200,000 (Federal \$1,850,000 and City \$350,000) for Federal Project No. HPLUL-5168(017) Cesar Chavez Blvd./Calexico-West Port of Entry between HWY 98 and Second Street. The scope of work will include right-of-way fee acquisitions, easement acquisitions, and/or temporary construction easement acquisitions, and possible utility relocation coordination.

**Discussion & Analysis:**

On July 6, 2014, the Engineering Department requested proposals from qualified individuals or firms to provide right-of-way appraisal and acquisition services for the Cesar Chavez Blvd. Improvement Project. On July 29, 2014, the City Clerk's Office received three (3) proposals from the following firms:

1. Bender Rosenthal, Inc.
2. Epic Land Solutions, Inc.
3. Overland Pacific & Cutler, Inc.



After reviewing and evaluating the written proposals received, Engineer Department Staff is recommending that the City Council of the City of Calexico authorize the City Manager to sign an agreement with Bender Rosenthal, Inc. Right of Way Acquisition Services for Cesar Chavez Blvd. Improvement Federal Project No.: HPLUL-5168(017).

**Fiscal Impact:**

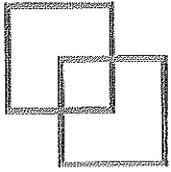
\$244,090 Department of Transportation (Caltrans) Federal Grant.

**Coordinated With:**

Caltrans.

**Attachment:**

1. Bender Rosenthal, Inc. Scope and Cost Proposal dated Oct. 8, 2014.
2. Bender Rosenthal, Inc. Proposal dated July 28, 2014.
3. Bender Rosenthal, Inc. Professional Services Agreement.
4. Request for Proposal Right of Way Acquisition Services Federal Project No.: HPLUL-5168(017) dated July 6, 2014.



**BENDER  
ROSENTHAL, INC.**

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

4400 Auburn Boulevard, Suite 102  
Sacramento, CA 95841  
main: 916.978.4900 • fax: 916.978.4904  
www.benderrosenthal.com

October 8, 2014

Nick Servin, P.E.,  
Public Works Director/City Engineer  
City of Calexico, Public Works and Engineering Department  
608 Heber Avenue  
Calexico, CA 92231

Subject: Cesar Chavez Right of Way Services

Dear Mr. Servin:

Thank you for the opportunity to provide the attached scope and cost proposal for Right of Way Services for the Cesar Chavez Road Improvement Project.

Based on our review of the plans and discussions with KOA, we have developed the attached scope which includes:

- ROW Planning
- ROW Management & Certification
- Appraisal
- Appraisal Review
- Acquisition
- Relocation
- Escrow Support

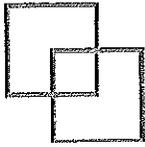
Per Caltrans ROW manual, chapter 7, if the ROW capital costs are under \$10,000 a full appraisal and appraisal review are not required. Where the property impact was limited, we reduced our scope to include non-complex valuations and a reduced negotiation period.

We understand the project includes federal funds and will have Caltrans oversight. As a project matures, often times additional rights of way requirements are identified. In order to accommodate this, we recommend a 10% management reserve be included in your contractual authorization. This management reserve will only be used if there is a clear change of scope, and with your written approval.

Steve Parent will be your primary point of contact for this project. If you have any questions regarding our submission Steve or I can be reached at (916) 978-4900.

Respectfully,

Bob Morrison, PE, PMP, CA RE Broker  
Vice President



---

## RIGHT OF WAY SCOPE OF SERVICES

Acquisition & Relocation services will be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC 4601 *et seq.*) and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 *et seq.*; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable. A general discussion of the scope is as follows:

### TASK 1 - ROW PLANNING

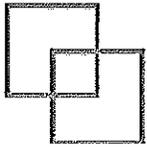
BRI will work with the CITY's staff to help refine the issues facing the ROW acquisition prior to the final design phase. Planning activities include a field review of project and developing a preliminary ROW capital cost estimate based on preliminary plans. This task will include developing a ROW budget and ROW data sheet for the preferred alternative. Per chapter 17.04.02.01 of the Caltrans ROW manual, all ROW Data sheets will be signed by a Right of Way professional with either a Real Estate Appraiser Certification or Real Estate License.

#### Deliverables:

- Make *one site visit*, including an inspection of proposed ROW for opportunities to avoid sensitive sites, critical constraints, and environmental problems.
- Review of current and projected land use patterns from a ROW cost
- Provide a comparable analysis of each property, including potential damages to affected property improvements.
- Assist in identifying ROW solutions to environmental problems where appropriate.
- Establish steps for acquiring rights of way required.
- Provide ROW estimates, by parcel.
- Provide up to 1 ROW Data Sheets.

#### Assumption:

- CITY will provide spreadsheet with all affected parcels, current size, current use and size of acquisition delineated thereon.
- A detailed Relocation Impact Study will not be necessary.
- A detailed Relocation Plan will not be required in this phase.
- Detailed appraisals will not be required in this phase.
- No property owner contact in this phase.
- *Estimates are for budgetary purposes only.*
- CITY will provide number and cost of Utility relocations.
- Utility costs and information to be provided by Engineer.
- Railroad costs and information to be provided by Engineer.



---

## **TASK 2 –ROW MANAGEMENT & CERTIFICATION**

This task includes monthly ROW Status meetings, monthly schedule and progress updates, and coordination efforts with the PDT and ROW teams throughout the life of the project.

### **Deliverables:**

- Running weekly BRI staff meetings through the appraisal and acquisition phase of the project.
- Attending City PDT meetings, up to 3.
- Providing Monthly progress updates to PDT and the CITY staff.
- Coordinating design issues between engineering team and ROW team.
- Attendance at one City Council meeting
- Developing ROW Certification.

## **TASK 3 - APPRAISAL SERVICES**

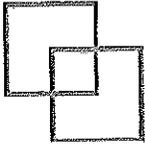
BRI will develop complete appraisals for the CITY that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

Plats and legal descriptions for each of the properties to be appraised will be provided to BRI by the CITY. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements, and Public Utility easements).
- Damage Analysis (Severance Damage, Cost to Cure, etc.)

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Onsite physical inspection of the subject property with the owner.
- Visual inspection of the comparable market data.
- Study of community and neighborhood in which the subject is located.
- Collection of data from appropriate governmental agencies.
- Verification of market data with sources knowledgeable with the pertinent details of the transaction.
- Analysis of all appropriate data in the before and after condition to arrive at an opinion of value.
- Preparation of report.



**Deliverables:**

- Three copies of each Appraisal that meet all State and Federal Standards
- Up to 13 Appraisal Reports.
- Up to 5 Waiver Valuations

**TASK 3A - INDEPENDENT APPRAISAL REVIEW**

Per Federal and State regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal.

**Deliverables:**

- Review certification appraisal reports for up to 13 Appraisals.

**TASK 3B – FURNITURE, FIXTURE & EQUIPMENT (FF&E) APPRAISAL SERVICES**

This scope of these services will depend on the effect of the project on the operations of the various businesses. This won't be determined until the initial appraisal interviews are completed.

The FF&E valuation will be valued using generally accepted appraisal principles and theory, and comply with the standards outlined by the California Department of Transportation, Right of Way Manual, Section 7.08.02 and the reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the appraisal foundation of the American Society of Appraisers.

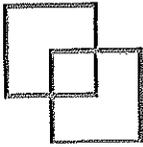
The purpose of the "appraisal is to estimate the potential Replacement cost new, Fair Market Value In Use, Salvage Value and Relocation Cost, which will provide the City a number for negotiation and settlement purposes. This value is not intended for Court purposes.

**Deliverables:**

- 2 FF&E Appraisal report for 058-400-034 and 058-400-061.

**TASK 3 - ACQUISITION SERVICES**

Bender Rosenthal, Inc. proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on the CITY's process. We will meet with the owners, and convey documents until acceptance or impasse is reached.



Steps within the acquisition process are outlined below:

1. Review of the project concept and design with staff and other consultants.
2. Review of appraisals, title reports, maps and descriptions of the required parcels.
3. Field review the project with the Project Manager or other designated person.
4. Preparation of right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to the CITY will be made after *impasse* has been reached. To reach *impasse* there are specific requirements:
  - A. Go through the *acquisition steps* outlined below; plus
  - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
  - C. Spend up to eight hours working on the parcel acquisition.
  - D. Responding to property owner inquiries verbally and in writing within two business days.

The acquisition steps when offering compensation to the property owner include:

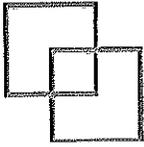
- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
  1. Owner refuses to counter. (Impasse)
  2. Owner makes counter proposal.
    - a. The City accepts counter. (Close)
    - b. The City rejects counter. (Impasse)
    - c. The City makes new offer.
      1. Owner accepts new offer. (Close)
      2. Owner does not accept new offer. (Impasse)
7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse.
8. Final report, including transfer of all pertinent correspondence and files, to the CITY.

**Deliverables:**

- Acquisition of up to 18 parcels.

**TASK 4 - ESCROW SUPPORT**

In order to facilitate the closing of the various ROW transactions, the project will provide escrow and title support as part of the scope of work. BRI is very knowledgeable in this area and has the staff necessary to help the CITY with their title and escrow needs. This task is very difficult to quantify for a scope. For example, we have been very instrumental in providing lender's additional information as it



relates to a proposed acquisition (especially if the acquisition has little or no affect to the real estate). This has eliminated the Bank's desire to charge for an additional appraisal. However, it is very difficult to "mandate" a lender to address a partial reconveyance of a deed of trust. Tasks to be considered include:

- The CITY to provide preliminary title reports needed for the Project.
- Review existing easements and permits.
- Review Legal descriptions and plats for the project.
- Title Company to draft consent to easement, partial release and partial reconveyances. Title Company to follow through with appropriate lenders, beneficiaries and trustees.
- Prepare and send Request for Invoice and Demand to the Title Company.
- Copy and forward fully executed escrow grant deed and purchase agreement to CITY for "acceptance of the agreement."
- Receive approved fully executed purchase agreement from the CITY. Forward approved executed copy to property owner.
- Send all executed acquisition documents through escrow and transmit to the appropriate parties, (property owner and City)
- Prepare transmittal and forward closed files to the CITY's Project Manager.
- Research and secure owner's Trust Certificates and Statement of Identity's.

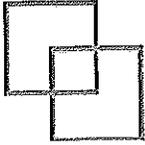
**Deliverable:**

- Facilitate Title and Escrow support as outlined above on up to 18 parcels.

**TASK 5 - RELOCATION ASSISTANCE PROGRAM (RAP)**

Any displaced person or business, as a result of the project, is eligible for relocation assistance as per the Uniform Relocation Act, Title 49 (Part 24). It is anticipated that this project will require one residential and one business relocations on parcel 058-400-034, and one residential and one business relocation on 058-400-061. Relocation tasks include:

1. Conduct personal, on site interviews of prospective displacee's to ascertain relocation needs and special requirements including need for handicapped access or bilingual services (please refer to assumptions).
2. Inform displaced persons of available relocation assistance and explain relocation process.
3. Prepare relocation planning documents to Caltrans Standards (not anticipated)
4. If Necessary, Prepare a Replacement Housing Valuation for residential displacees.
5. Provide advisory assistance as required.
6. Physically assist residential displacee's in locating replacement housing that meets Uniform Act decent, safe, and sanitary (DS&S) requirements.
7. Distribute Relocation Assistance brochures, 90 and 30-Day Notices to Vacate, and other notices as required. *(If you do not have 90 and 30-day notices, we can certainly help*



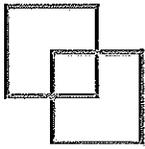
- develop the appropriate documentation*). The Caltrans Relocation Assistance brochure can be provided in English and Spanish
8. Determine eligibility for and proposed amount of relocation benefits, including moving payments and miscellaneous business relocation costs.
  9. Inspect replacement site to determine if they meet "decent, safe and sanitary" (DS&S) requirements.
  10. Monitor the move to replacement site, as necessary.
  11. Prepare necessary payment documentation and deliver benefit checks and other appropriate payments to claimants.
  12. Provide displacees with on-going advisory services to minimize hardship.
  13. Meet with City staff and/or consultants to coordinate relocation activities.
  14. Maintain current and accurate files and records of all contacts with each displacee and include them in a Final Report.

**Deliverable:**

- Provide relocation assistance as outline above for up to 2 residences and 2 businesses

**Assumption:**

- Claim for Relocation benefits will occur within contract period.
- No personal property moves.



**SCHEDULE AND FEES**

A tentative schedule for our efforts includes

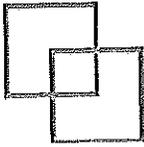
	From	To
ROW Planning	10/22/2014	12/1/2014
ROW Management	10/22/2014	6/1/2015
Appraisal	10/22/2014	2/1/2015
Appraisal Review	12/1/2014	2/1/2015
Acquisition	1/5/2015	4/15/2015
Relocation	1/5/2015	6/1/2015
Escrow Support	2/15/2015	6/1/2015

A detailed per parcel budget is attached. A summary of our fee based on scope provided is as follows:

	Total
ROW Planning	\$5,000
ROW Management	\$17,200
Appraisal	\$81,500
Appraisal Review	\$29,500
Acquisition	\$44,500
Relocation	\$18,000
Escrow Support	\$9,000
Sub Total	\$221,900
Management Reserve	\$22,190
Total	\$244,090

The following are the assumptions behind the budget:

1. Full documentation to Federal and State standards for all tasks.
2. No expert witness testimony.
3. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above spreadsheet.
4. No Coordination with State or Federal ROW departments, other than listed in scope.
5. No significant severance damage analysis required for the appraisals. This fee also assumes that no significant structures or improvements will be acquired, other than those listed in the scope.
6. Any external audit support will be billed on a time and material basis.



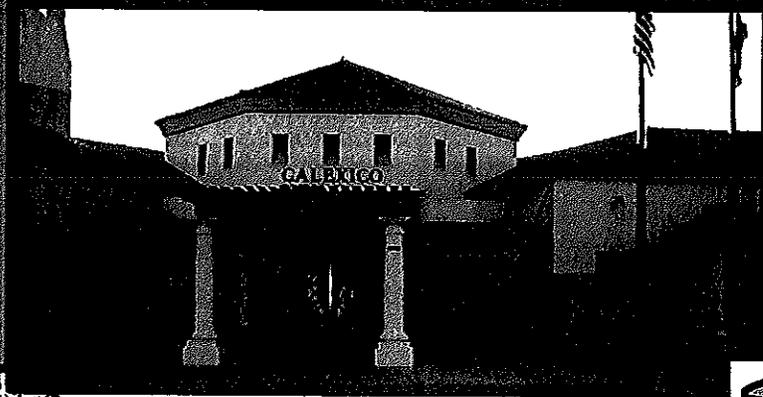
Rates for appraisal services vary based on land use and type of acquisition. Appraisal services are generally completed on a lump sum basis rather than hourly.

**2014 RATES**

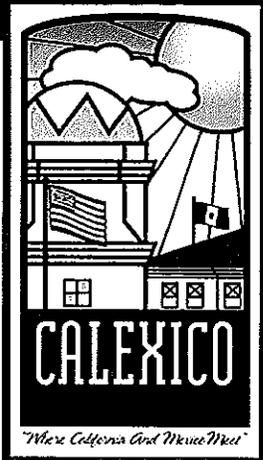
Cydney G. Bender, MAI	\$215/hr.*
David Wraa, MAI	\$215/hr.*
Bob Morrison, PE, CA Real Estate Broker	\$215/hr.*
Designated Members of the Appraisal Institute (MAI/SRA)	\$215/hr.*
Senior Project Manager	\$180/hr.
Quality Control Auditor	\$165/hr.
Senior Appraiser	\$140/hr.
Relocation Specialist	\$150/hr.
Senior Acquisition Agent	\$140/hr.
Acquisition Agent	\$125/hr.
Appraiser	\$110/hr.
Other Associated Professional Staff	\$ 85/hr.
Researchers	\$ 85/hr.
Administrative/Production	\$ 75/hr.

\*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$430 per hour.





**Proposal to Provide  
Right of Way  
Acquisition Services for  
the Cesar Chavez Blvd  
Improvement Project**  
Federal Project No.: HPLUL-5168(017)



SUBMITTED: JULY 28, 2014

FOR:

THE CITY OF CALEXICO  
PUBLIC WORKS DEPARTMENT  
608 HEBER AVENUE  
CALEXICO, CA 92231

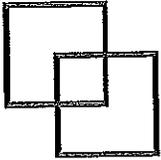
Provided by:



**BENDER  
ROSENTHAL, INC.**

4400 Auburn Boulevard, Suite 102  
Sacramento, CA 95841

4540 Kearny Villa Road, Suite 205  
San Diego, CA 92123



**BENDER  
ROSENTHAL, INC.**

COMMERCIAL VALUATION AND RIGHT OF WAY SERVICES

4400 Auburn Boulevard, Suite 102  
Sacramento, CA 95841  
main: 916.978.4900 • fax: 916.978.4904  
www.benderrosenthal.com

July 28, 2014

Office of the City Clerk  
City Hall  
608 Heber Avenue  
Calexico, CA 92231

**Subject: Proposal for Right of Way Acquisition Services for the Cesar Chavez Blvd Improvement Project [Federal Project No.: HPLUL-5168(017)]**

Thank you for the opportunity to submit our proposal to provide right of way acquisition services for the Cesar Chavez Blvd Improvement Project. As specified in the Request for Proposal (RFP) we are providing five (5) copies of the proposal with original signatures. A cost proposal is not included with this submission.

Bender Rosenthal, Inc (BRI) is a California firm that specializes in real estate appraisal, property acquisition, relocation, right of way (ROW) management and planning services. Since 1997, the BRI team has worked on almost every conceivable appraisal, acquisition, and relocation issue, and will bring this experience to the City of Calexico. BRI is a Small Business Enterprise (SBE), as well as a State of California Certified Disadvantaged Business Enterprise (DBE).

As Vice President of BRI, I am authorized to bind the firm to these services. Steve Parent, the proposed Project Manager for this contract, will serve as your single point of contact for this proposal and is available at (916) 978-4900 extension 212, or s.parent@benderrosenthal.com.

BRI is currently under contract with the City of Calexico to provide appraisal services for the acquisition of parcels required to realign East Anza Road. We look forward to the opportunity to provide additional services to the City of Calexico.

Respectfully,

**BENDER ROSENTHAL, INC.**

Bob Morrison, PE, CA RE Broker  
Vice President

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## 1. Firm Overview

**Bender Rosenthal, Inc. (BRI)** is a California based firm that specializes in real estate appraisal, Right of Way (ROW) acquisition, relocation assistance, ROW management and planning services. Since its incorporation in 1997, BRI has worked with clients to determine ROW needs and provide on-schedule deliverables in a seamless manner. BRI has 95 employees on staff, including a team of appraisers, project managers, acquisition specialists, relocation specialists, researchers, and support staff. What makes the BRI staff an added value is the depth and range of experience the individual members bring to the team. BRI's team includes professional engineers, economists, transportation and land use planners, construction managers, business owners, and former Caltrans and PG&E employees.

BRI is a certified Woman Business Enterprise (WBE), a California Department of General Services Small Business Enterprise (SBE), and a Disadvantaged Business Enterprise (DBE). BRI is headquartered in Sacramento. In 2012 and 2013, BRI was named one of the top 25 women-owned businesses by the Sacramento Business Journal.

Our strong project management plan and integrated process is the key to meeting the objectives of this right of way services contract. We understand the City of Calexico's overarching goal for this contract is to receive appraisal, acquisition and relocation services for the parcels required to begin construction of the Cesar Chavez Blvd. Improvement Project in 2016. BRI has extensive experience providing appraisal, acquisition, and relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, (42 USC 4601 *et seq.*) and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 *et seq.*; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable.

The BRI main office is located at 4400 Auburn Boulevard, Suite 102, Sacramento, CA 95841. For this contract, the majority of the key staff will operate from the regional office located at 4540 Kearny Villa Road, Suite 205, San Diego, CA 92123.

Steve Parent, MAI, SRA, SR/WA, PMP, CA RE Broker, is the Project Manager for this contract. He may be reached at (916) 978-4900 extension 212, or [s.parent@benderrosenthal.com](mailto:s.parent@benderrosenthal.com). Bob Morrison, Vice President of BRI, is authorized to negotiate contract terms and make binding commitments and is available at extension 204 or [b.morrison@benderrosenthal.com](mailto:b.morrison@benderrosenthal.com).

## 2. Work Plan

### 2.1 Project Understanding

The City of Calexico is recruiting a ROW service team to provide appraisal, acquisition, and relocation services for parcels required to construct improvements to Cesar Chavez Blvd between 2<sup>nd</sup> Street and State Route 98. Services will include, if necessary, the coordination of utility relocation and condemnation support services. Construction is slated to begin in 2016 and all services will need to be completed prior to construction.

### 2.2 Right of Way Services Overview

With an extensive staff, BRI is in the ideal position to assemble the right team to meet the scope of work within the specified time. While adhering to all regulations and procedures, we recognize from decades of experience that creative solutions can often be reached to address project requirements.

BRI understands that the funding for the project may include state and federal funds which will require the appraisal and acquisition teams to adhere to the following codes and standards:

- Federal and State Constitutions
- Uniform Standards of Professional Appraisal Practice (USPAP)
- State and Federal Uniform Relocation Assistance and Real Property Acquisition Policies Acts (Uniform Acts)
- Eminent Domain Law
- Caltrans, and other Agency Procedures

Standards were put in place to ensure that property owners' rights are not violated. BRI understands the codes and standards, and will provide clear guidance to the project team in outlining the ROW schedule. At the same time, we will identify areas where the schedule can be accelerated in order to meet a given deadline. Eminent domain acquisitions are currently a very high visibility action that frequently draws press or political attention. Based on BRI's experience, we can alert our clients to the potential of such adverse publicity.

### 2.3 Scope of Work

The BRI Team will provide all of the ROW services necessary for delivering all of the tasks stated in the RFP. But more importantly, our firm focuses on delivering successful projects. Our success is directly tied to how we approach each ROW task, and continue to manage that task from initiation through completion. BRI's project approach for delivering each task is highlighted below.

### **Task 1 - Project Management**

The key to this contract will be the ability of BRI to provide resources to the City of Calexico quickly and efficiently. Upon receipt of the contract and notice to proceed, Steve Parent, the Project Manager, will host a kick off meeting to confirm expectations with the City of Calexico's staff regarding the applicable scope, schedule, and budget. Steve will report the progress of the work as agreed upon with the City of Calexico staff.

### **Task 2 – Real Property Appraiser**

All BRI appraisers meet the standards outlined in the Caltrans Right of Way Manual Chapter 17, Section 17.06.02.01. BRI will prepare appraisal reports for the City of Calexico stating the highest and best use and fair market value of the rights to be acquired. The appraisal reports will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. BRI will only assign certified general appraisers to this task.

The highest and best use, both vacant and improved, will be fully analyzed with special attention given to such issues as interim improvements, potential change in zoning/general plan, and/or non-conforming uses. When appraising a partial acquisition, the report will contain an opinion of the fair market value of the "larger parcel". When valuing the larger parcel, project influence on market value cannot be considered. The contributory value is allocated to land and improvements, as necessary; then to the partial acquisition; and finally to the remainder as part of the larger parcel. The remainder, as a separate distinct parcel, is then valued before considering, and then after considering, benefits. One or more approaches to value may be used as appropriate when valuing the larger parcel and the remainder as a separate parcel. The remainder valuations are used to estimate severance damages and benefits that accrue to the remainder.

The partial acquisition appraisal methodology is as follows:

- Value the undivided fee interest of the larger parcel (entire ownership before proposed acquisition) including land, improvements and property rights.
- Value the partial acquisition allocating the contributory value of the land

and improvements that are being acquired.

- Value of the remainder, considering the contributory value of land and improvements to the larger parcel.
- Value the remainder (as a separate and distinct parcel) after the acquisition and before consideration of benefits.
- Value the remainder (as a separate and distinct parcel) after the acquisition, considering benefits.

In the event the major improvements are located on the remainder and not subject to potential severance damages, the appraiser may elect not to value these improvements. BRI typically bills a lump sum fee for appraisal services. However, any support for domain litigation including expert witness analysis, testimony, and other activities related to trial proceedings will be billed hourly.

Rick Engstrom, Senior Appraiser assigned to this task, is licensed by the State of California as a Certified General Real Estate Appraiser (AG002839). Rick has a bachelor of arts in Business Administration and Marketing from California State University at San Bernardino. Rick keeps his education current through formal classes and seminars provided by the International Right-of-Way Association, the American Society of Appraisers, the Appraisal Institute (Society of Real Estate Appraisers), and the American Society of Farm Managers and Rural Appraisers.

### **Task 3 – Review Appraiser**

A Qualified review appraiser will provide reasonable recommendations as to approval of the appraised fair market value. The fair market value conclusions will be used as the basis for the City of Calexico to establish the offer of just compensation as required by law.

The appraisal review will be a written technical review report, referred to as the Review Appraisal Report (RAR) that complies with the Uniform Standards of Professional Appraisal Practice (USPAP), Standard 3.

To the extent possible, the review is to follow and assess compliance of the appraisal with the requirements of the California Codes: Eminent Domain Law (C.C.P.); Government Code (Uniform Act); The Evidence Code (§822) and known case law.

Any departure from established standard(s) of professional appraisal theory, methodology, practice, and reporting, must be analyzed and supported in the review as well as the appraisal.

The RAR must identify: the relevant project, party and property data, the Appraiser, dates of appraisal and review reports and effective dates; all scope of work elements; all factual data needed to follow the data and reasoning supporting the conclusions. For partial acquisitions, include sufficient detail as to the rights acquired and their timing and the elements of project construction and use proposed, on and off the subject, to support the assessment of severance damages and benefits as applicable.

The RAR must comply with USPAP, Standard 3 and include a review of the completeness of the material under review; the apparent adequacy and relevance of the data and techniques used; and whether the analyses, opinions and conclusions are appropriate and reasonable.

Where the Reviewer has a difference of opinion with the Appraiser, clarification should be sought, differences resolved, and changes incorporated as applicable followed by a USPAP compliant review recommending approval. If differences remain, the Reviewer may prepare a USPAP compliant review report recommending disapproval of the appraisal and the reasoning that supports the reviewer's recommendation.

Ted Hendrickson, MAI, President of Hendrickson Appraisal Company Inc., will provide independent appraisal review services for this contract. Ted is the principal valuation expert within the company and has over 30 years of appraisal experience, primarily orientated towards eminent domain appraising. He has been involved in appraisal, coordination and review of multi-parcel acquisition appraisals for the California Department of Transportation, SANDAG, MTS, High Speed Rail Authority, SDG&E, California Transportation Ventures, the Port of San Diego, Army Corps of Engineers, and several other large agencies that acquire property under Eminent Domain law. In addition to providing expert testimony in right of way acquisition matters, Mr. Hendrickson has served as valuation expert and/or arbitrator in arbitration hearings involving lease negotiations with the Port of San Diego, County of Los Angeles, and in other matters with public and private entities. Mr. Hendrickson holds the highest designation in the appraisal field, the MAI designation and has a California Certified General License (AG004974).

#### **Task 4 - Acquisition Specialist**

Our experience with Caltrans and other local agency projects includes full and partial acquisitions of residential, commercial and agricultural properties. BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on client's process. BRI will prepare the offer letter based on the "Just Compensation" value determined by Calexico staff. If directed, BRI

will meet with the owners and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below and will be tailored to Calexico's need for services:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Conduct field review of the project area.
4. Prepare right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. The acquisition task assumes a settlement by the third contact either in person or by telephone. A recommendation to client will be made after *impasse* has been reached. To reach *impasse*, the acquisition agent will:
  - A. Go through the *acquisition steps* outlined above; plus
  - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
  - C. Spend up to eight hours working on the parcel acquisition.
  - D. Respond to property owner inquiries verbally and in writing within two business days.

The acquisition steps when offering compensation to the property owner include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
  1. Owner refuses to counter. (Impasse)
  2. Owner makes counter proposal.
    - a. Client accepts counter. (Close)
    - b. Client rejects counter. (Impasse)
    - c. Client makes new offer.
      1. Owner accepts new offer. (Close)
      2. Owner does not accept new offer. (Impasse)

7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction or deliver a memorandum explaining impasse.
8. Prepare a final report, including transfer of all pertinent correspondence and files to client.

BRI will develop and maintain the escrow schedule, deliver documents and checks to escrow companies, review all documents for submission to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office. BRI will work with all parties to encourage acquisition within 30 days of the establishment of just compensation. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.

Acquisition services will be led by the husband and wife team of Deryl and Tanita Neal. Both Deryl and Tanita possess a California Real Estate Salesperson License (01450312 and 01450308) as well as over 20 years of real estate acquisition services and exceed the qualifications stated in the RFP. Bob Morrison, a Vice President of BRI and the Broker of Record, acknowledges the responsibility that BRI has for maintaining a complete file on each record.

#### **Task 5 – Relocation Specialist**

BRI is pleased to have a relocation team that fully understands the Uniform Act. Displacing a family or business can be heart wrenching and difficult. BRI's relocation specialists understand the emotional and economic toll this can take on families and businesses. We work closely with each displaced household or business owner to understand their specific needs, and will relocate them to a like kind property that meets their needs. Our agents are fully versed in the relocation steps outlined in the Uniform Act and the decent, safe and sanitary requirements of the Act. A little compassion goes a long way to making a difficult situation a win-win for the project and each impacted resident and/or business owner. The preliminary studies for this project indicate that the relocation of parking may be the services required under this task. As Deryl and Tanita Neal will be engaged in the acquisition of the parcels, they will also serve as the relocation agents. The continuity of staff will assist to streamline the process.

### **Task 6 – Condemnation Support Services**

BRI understands that condemnation is not the preferred method of acquisition; however, BRI is prepared to be very active in the condemnation phase as needed. We can support the City staff by preparing staff reports and presentations to the City board for the Resolution of Necessity (RON). In addition, we will work with the City legal team to develop the minimum 15 day notice of hearing for the RON, and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. For this project, Steve Parent, MAI, and David Wraa, MAI, will serve as the leads for condemnation support. Steve Parent, as the project manager for this contract will already be familiar with all of the activities. David Wraa is a principal and Vice President at BRI and will be available if additional expertise is required for condemnation matters.

If the project is financed with federal and state funding, Caltrans will require the City to follow their pre-condemnation activities, which include condemnation evaluation and panel meetings (formerly Level 1 and Level 2) if certain circumstances are present. BRI has conducted and participated in condemnation evaluation and panel meeting on numerous projects with Caltrans oversight. The BRI team is ready to provide the services as required. However, condemnation will add a minimum of eight months to the schedule.

### **Task 7 – Utility Coordination Support Services**

Utility relocation brings some of the largest risks to any project, especially a project with a goal to go to construction in 2016. These risks can be categorized as both a schedule/delay risk and cost increase risk. The best mitigation strategies for both the schedule and budget risk include:

- Identifying the role of each team member;
- Identifying the utilities early; and
- Opening a dialogue with the utility companies and key utility stakeholders.

Tom Ganyon, California Real Estate Broker, has over 15 years of experience with Caltrans Utility Coordination, and understands that the utility relocation is complex and, if not properly managed, can lead to delays and increased costs. Tom will work with the design team to ensure the utility coordination efforts are effective and timely.

## **2.4 Deliverables**

BRI will provide, at a minimum, the following deliverables:

- Individual Appraisal reports for each property, with photos location maps and comparable sales.
- Appraisal review certificates
- Appraisal summary statements
- Completed acquisition offer packages, contract, deed, and escrow support
- Parcel files, copies of all correspondence, and diaries
- Right of Way Project Certification

### 3. Key Staff

BRI has an extremely qualified management team, and will provide the necessary key staff based on the Scope of Work resulting from this pursuit. All staff meet or exceed the ROW consultant selection criteria outlined in the Caltrans Right of Way Manual Chapter 17. BRI currently has ten (10) MAI designated appraisers and an additional nine (9) certified general appraisers. The BRI team also includes six real estate licensed staff members specializing in ROW appraisals, ROW researchers, relocation assistance program (RAP) specialists, and support staff.

The key staff for this project are listed below. The licenses for each key member are provided in the appendix, starting on page 19 of this proposal:

#### Steve Parent, Project Manager

- Certified General Real Estate Appraiser CA License #042853
- CA Real Estate Broker Lic#01433367
- MAI and SRA Designations, Appraisal Institute
- SR/WA, Senior Right of Way Professional (IRWA)
- Project Management Professional (PMP)
- MBA, University of Cincinnati, Operations Management & Finance, 1999
- BS, University of Cincinnati, Mechanical Engineering, 1992
- Relevant Experience: Currently the appraisal manager for the California High-Speed Rail project, with over 400 parcels subject to appraisal and acquisition services in order to construct the first segment of the project alignment between Madera and Fresno
- Over 20 years of Project experience with over 11 years of appraisal experience

#### Bob Morrison, Principal in Charge

- Licensed Civil Engineer, PE, California #52617, 1993
- Real Estate Broker CA License # 01837271
- Project Management Professional (PMP)
- MBA, Administration, California State University, Sacramento, CA, 2004
- BS, Civil Engineer, Tufts University, Medford, MA, 1991
- Relevant Experience: BRI Broker of Record, Project Manager for ROW Services for the California High-Speed Rail project and Western Extension of State Route 4 from Interstate 5 to Navy Drive; Caltrans Project Manager for infrastructure projects.
- Over 22 years of Project experience, with 8 years of Right of Way focus.

**Rick Engstrom, Senior Appraiser**

- Certified General Real Estate Appraiser, CA #AG002839.
- Accredited Senior Appraiser (ASA), #40264. American Society of Appraisers.
- Senior Member with the SR/WA Designation from the International Right of Way Association #5772.
- Candidate for Designation (MAI), #112388, Appraisal Institute
- BA, Business Administration & Marketing, California State University, San Bernardino.
- Relevant Experience: currently providing appraisal services for the City of Calexico for the East Anza Road relocation project, as well as the California High-Speed Rail Project.
- Over 34 years of appraisal experience

**Ted Hendrickson, Review Appraiser, Hendrickson Appraisal Company, Inc.**

- Certified General License, CA #AG004974
- MAI designated appraiser
- Past President of the San Diego Chapter of the Appraisal Institute
- Relevant Experience: currently providing independent appraisal review services for the California High-Speed Rail project; Extensive eminent domain appraisal experience gained while working as a Caltrans staff appraiser.
- Over 30 years of appraisal experience

**Deryl Neal, Acquisition and Relocation Co-Lead**

- California Real Estate Salesperson License #01450312
- California Notary Public Certification, Commission #1544097
- Member of the International Right of Way Association
- BA, Psychology, Texas Tech University, 1972
- Relevant Experience: Right of Way acquisition agent for the California High-Speed Rail project responsible for acquiring properties along the initial construction corridor between Madera and Fresno.
- Over 30 years of real estate experience

**Tanita Neal, Acquisition and Relocation Co-Lead**

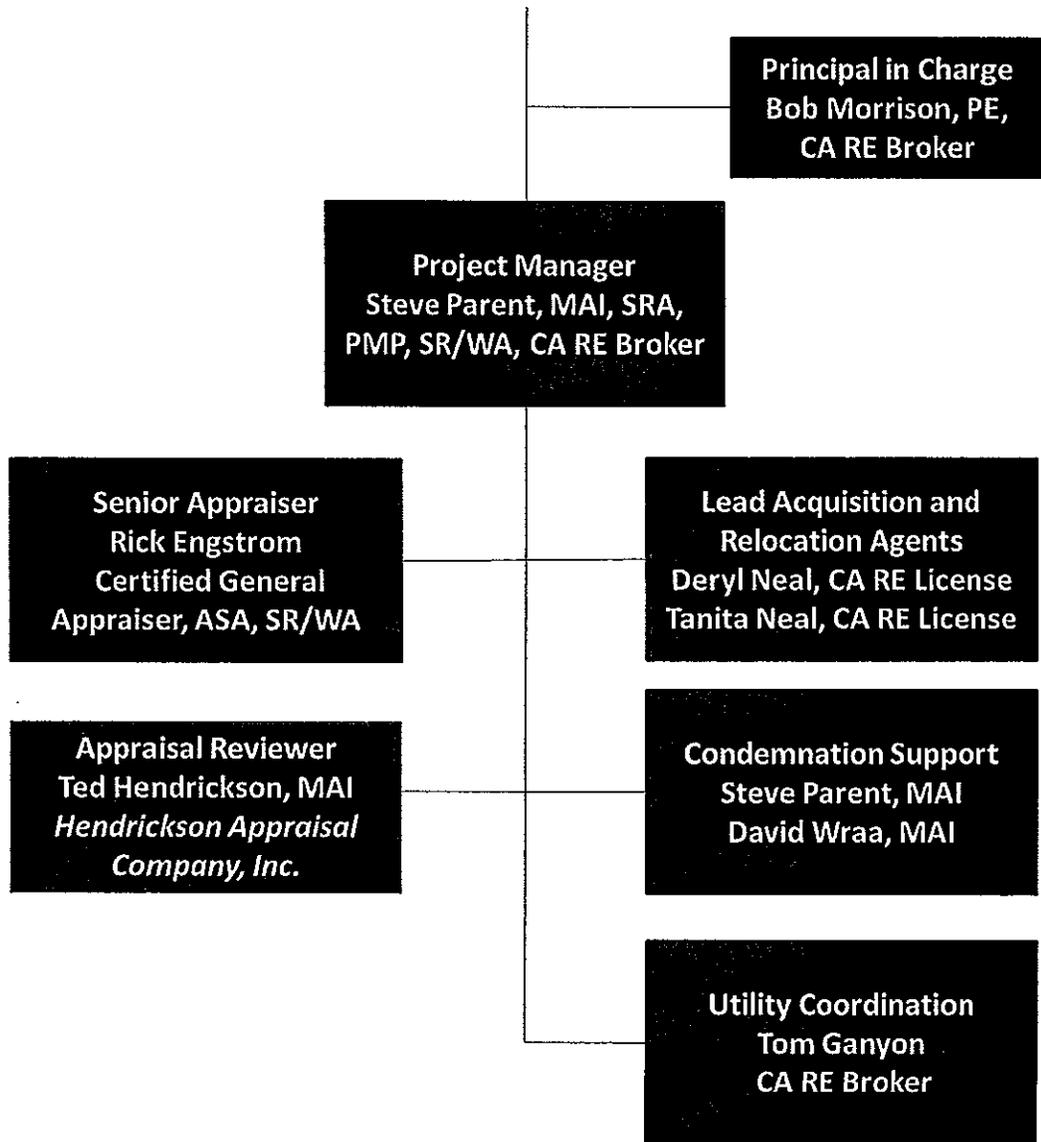
- California Real Estate Salesperson License #01450308
- Relevant Experience: Lead Acquisition agent for the Natomas Levee Improvement Project for the Sacramento Area Flood Control Agency
- Over 24 years of real estate experience

**David Wraa, Condemnation Support**

- Certified General Real Estate Appraiser CA AG023713
- MAI Member - Appraisal Institute (#11903)
- BS, Agricultural Science & Management, University of California at Davis, 1989
- Relevant experience: Appraisal manager for this project to construct a new interchange and roadway improvements on State Route 99 at Kiernan Avenue/State Route 219 which included full and partial acquisitions on single family residential, transitional land, a fire station, and improved commercial/industrial properties
- Over 25 years of appraisal experience

**Tom Ganyon, Utility Coordination Lead**

- Real Estate Broker CA 00760653
- International Right-of-Way Association (IRWA) Member
- Project Management Institute: Project Management Professional (PMP) No. 1294318
- AA Business Admin, Shasta College, 1987
- AA Real Estate, Shasta College, 1989
- Relevant Experience: Extensive experience coordination acquisition and utility relocations for local, state, and federal projects throughout California
- Over 35 years of right of way experience, including 23 years as a Caltrans Right of Way agent



#### 4. Project Experience

##### SR 4 Western Extension to Navy Drive ROW Support

**Performance Period:** 2010 -Present

**Key Personnel:** Steve Parent, MAI, Bob Morrison

**Location:** Stockton, CA

**Client:** San Joaquin Council of Governments

**Contract Duration:** 2010-2013

**Contact:** Kevin Sheridan, Project Manager

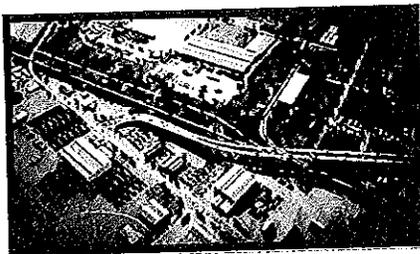
**Telephone:** (209) 235-0577

**Email:** [Sheridan@sjcog.org](mailto:Sheridan@sjcog.org)



The Project will extend State Route 4 (Cross-town Freeway) from Fresno Avenue to Navy Drive by constructing a four lane facility, with auxiliary lanes and a partial interchange at Navy Drive. Upon completion, the project will enhance a vital transportation corridor that serves as the primary link between the Port of Stockton, Interstate 5, and adjacent industrial uses. This project serves as Stage I of the ultimate extension of the Cross-town freeway to the Port of Stockton Expressway. The Project is a collaborative effort between the San Joaquin Council of Governments, Caltrans, the City of Stockton, and County of San Joaquin County.

The BRI team coordinated the Right of Way services with Caltrans Right of Way staff to appraise, acquire, and provide relocation assistance. In addition to the core ROW task, the BRI team also provided ROW Planning, Obtaining Rights of Entry for Environmental Studies, ROW budgeting, Title Services, Escrow Support and Condemnation Support.



As BRI was an early participant in the project, BRI helped the project team to 'value engineer' the alignment by recommending minor modifications in design to save the project over 35% of the original estimated ROW costs. A number of these properties took several years to proceed through the right of way acquisition process and efforts are ongoing. BRI has diligently supported the client throughout these activities, and continues to provide condemnation-related appraisal services in support of Caltrans' legal efforts to acquire the properties. Given the property types involved in the assignment, a number of challenging appraisal and relocation problems were overcome as a direct result of BRI's efforts on this project. Client communication has been consistent and timely throughout the course of this ongoing project.

**California High Speed Rail Authority: Conservation/Mitigation Appraisals**

**Performance period:** 2013 - Present

**Key Personnel:** Steve Parent, MAI, David Wraa, MAI, Bob Morrison, Deryl Neal, Tanita Neal, Ted Hendrickson, MAI, Rick Engstrom

**Location:** Counties of Madera and Fresno

**Client:** California High-Speed Rail Authority

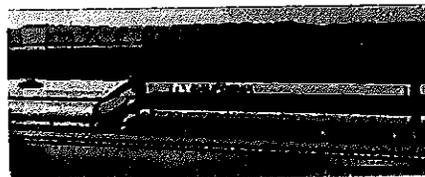
**Contract Duration:** 2009 - present

**Contact:** Steve Berkstresser, ROW Services Contract Manager

**Telephone:** (916) 403-6929

**Email:** Steven.Berkstresser@hsr.ca.gov

In order to construct the first high-speed train system in the United States, the California High-Speed Rail Authority has engaged BRI to provide appraisal services pertaining to several hundred properties in the Counties of Fresno and Madera.



Mr. Parent, MAI, is responsible for managing a network of 70 appraisal professionals comprised of employees and subconsultants to complete over 400 appraisals involving urban and rural properties in Fresno County. As the management and technical lead, Mr. Parent is responsible for Quality Assurance and Control for the appraisals and also provides appraisal review services. Mr. Wraa, MAI, provided internal appraisal review services for properties in Madera County and coordination with agricultural damage specialty appraisers and specialized damage analysis.

For this Project, the BRI team has worked closely with the client to determine courses of action in regards to modification to appraisals to incorporate design changes and working through right of way issues with local and state agencies and districts. Mr. Parent has met regularly with the client to discuss specific issues. The complexity associated with managing a project of this size with multiple subcontractor consultants has been particularly challenging for the client and for BRI. BRI's project management team and the project management tools BRI has developed are capable of managing and providing timely status updates for small, medium, and large projects. Our collaborative efforts have positioned our client for successful right of way delivery.

**SR99/SR 219 (Kiernan Avenue) Interchange Project**

**Performance Period:** 2010-2012

**Key Personnel:** David Wraa, MAI, Tom Ganyon

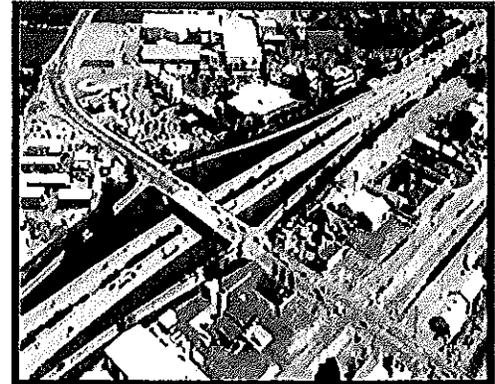
**Location:** Town of Salida

**Contact:** Chris Brady, Senior Project Manager

**Agency:** County of Stanislaus

**Phone:** (209) 262-5887

**Email:** bradyc@stancounty.com



The project was to widen State Route 99/State Route 219 (Kiernan Avenue) to eight lanes by adding two lanes in each direction from Salida Boulevard to Sisk Road. The existing interchange was modified with altered on- and off- ramps in both directions.

BRI delivered twelve (12) commercial parcels required for construction of the project: prepared ROW Data Sheets for each parcel, provided Right of Way planning services, coordinated appraisals, performed acquisitions and provided a component of the Relocation Assistance Program.

As an on-system project, Caltrans oversight was required and the BRI team worked closely with the Caltrans liaisons. Staff utilized Caltrans ROW and Project Development Manuals and followed the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended. BRI also provided the necessary acquisition documents including offer letters, appraisal summary statements and summaries of the basis for just compensation, summary statements pertaining to the acquisition of real property, right of way contracts, public acquisition brochures, and all applicable Caltrans information.

One appraisal proved challenging for a partial acquisition as the parcel contained a fire station, which resulted in the compensation being based on a “functional replacement” as opposed to the appraisal methodology typically used for partial acquisitions. The appraiser coordinated with the project engineers and the County to determine the cost of replacing the office building portion of the station, which was critical for the operation of the facility, and impacted by the project.

## **5. Exception to Terms and Conditions**

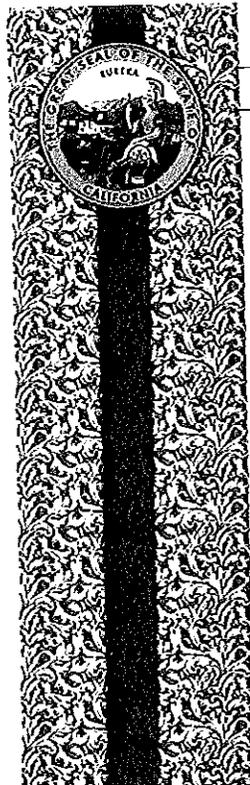
BRI finds the terms and conditions specified in "Attachment C" of the RFP acceptable.

## **6. Statement Regarding Court Proceedings**

BRI has the capacity and the experience to represent the City in court proceedings related to the appraisals for the City. BRI will assist to provide information required to proceed with condemnation actions. BRI's team assigned to this contract will strive to find amenable resolutions to property owner disputes to minimize condemnation activities whenever possible.

### Appendix

	Page
Licenses of Key Staff	19
Attachment B: Certificate of Non-Collusion	23
Attachment C: Proposal Summary Fact Sheet & Statement of Responsibility	24
Attachment F: Exhibit 10-01: Local Agency Proposer DBE Commitment	26
Attachment G: Exhibit 10-02: Local Agency Proposer DBE	27



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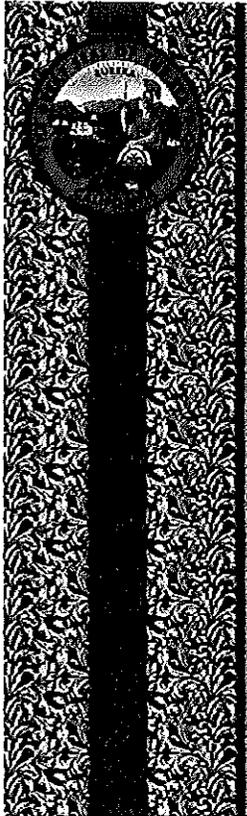
**Real Estate Broker License**

Robert David Morrison

MAIN OFFICE ADDRESS  
4400 AUBURN BLVD  
SACRAMENTO, CA 95841

Identification Number: 01837271 Issued: December 12, 2011 Expires: December 11, 2015.





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STATE OF CALIFORNIA

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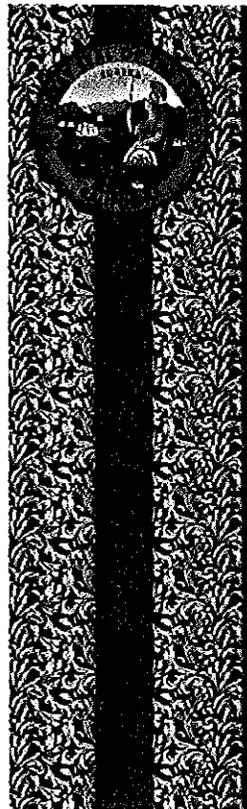
Department of Real Estate  
*Real Estate MATTERS!*

**Real Estate Salesperson License**

Deryl L. Neal

**BROKER AFFILIATION**  
BENDER ROSENTHAL INC  
4400 AUBURN BLVD #102  
SACRAMENTO, CA 95841

*Identification Number:* 01450312    *Issued:* March 20, 2013    *Expires:* August 27, 2016



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STATE OF CALIFORNIA

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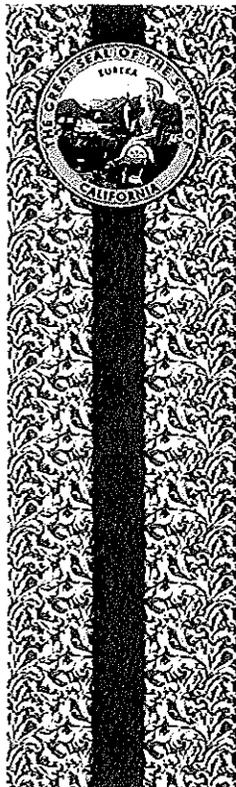
Department of Real Estate  
*Real Estate MATTERS!*

**Real Estate Salesperson License**

Tanita J Neal

**BROKER AFFILIATION**  
BENDER ROSENTHAL INC  
4400 AUBURN BLVD #102  
SACRAMENTO, CA 95841

*Identification Number:* 01450308    *Issued:* March 20, 2013    *Expires:* September 12, 2016



STATE OF CALIFORNIA

Department of Real Estate  
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**Real Estate Broker License**

Thomas Archie Ganyon

MAIN OFFICE ADDRESS  
6790 PENNY WAY  
BROWNS VALLEY, CA 95918

FICTITIOUS BUSINESS NAME  
• BEAR CONSULTANTS-REAL ESTATE AND RIGHT  
OF WAY

Identification Number: 00760653 Issued: June 25, 2012 Expires: June 24, 2016

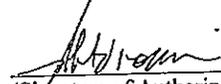
**Attachment B**

City of Calexico  
Public Works Department

**Certificate of Non-Collusion**

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Bender Rosenthal, Inc.  
\_\_\_\_\_  
(Name of Proposer)

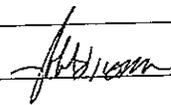
  
\_\_\_\_\_  
(Signature of Authorized Agent)

7/25/14  
\_\_\_\_\_  
Date

Attachment C

City of Calexico  
Public Works Department

Proposal Summary Fact Sheet and Statement of Responsibility

1. Applicant Firm Name: Bender Rosenthal, Inc.
2. Executive Director: President: Cydney Bender-Reents
3. Contact Person: Steve Parent
4. Title: Project Manager
5. Address: 4400 Auburn Blvd., Suite 102, Sacramento, CA 95841
6. Telephone Number: (916) 978-4900
7. Authorized Representative's Signature: 
8. Name and Title: Bob Morrison, Vice President

Certifications:

1. Are you incorporated? Yes (X) No ( )  
If yes, date of incorporation: 4/2/2002  
State of incorporation: California
2. Tax Identification Number: 41-2034507

Please list the official name of the firm as submitted to the IRS:

- Bender Rosenthal, Inc.
3. Fictitious name or names, if any, under which you are doing business:  
\_\_\_\_\_  
\_\_\_\_\_
  4. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

Yes (X) No ( )

5. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 45 days after the proposal is opened?

Yes (X) No ( )

6. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the City to pursue any remedy authorized by law, and shall include the right, at the option of the City, of declaring any contract made as a result thereof to be void.

Yes (X) No ( )

7. Do you agree to provide the City with any other information the City determines in necessary for accurate determination of your qualifications to provide services?

Yes (X) No ( )

8. Do you agree that the proposal amount includes all costs incident to the proposed contract?

Yes ( ) No ( ) NA-RFP is for technical proposal only.

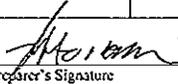
To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct

Bender Rosenthal, Inc.  
(Name of Proposer)

  
(Signature of Authorized Agent)

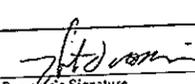
7/28/14  
Date

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**  
 (Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Calexico</u>			
2. Project Location: <u>Cesar Chavez Blvd and 2nd Street</u>			
3. Project Description: <u>Road Improvement Project</u>			
4. Consultant Name: <u>Bender Rosenthal, Inc.</u>			
5. Contract DBE Goal %: <u>4</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Appraisal/Acquisition/Relocation	Bender Rosenthal Inc. 4400 Auburn Blvd, Suite 102 Sacramento, CA 95841 (916) 978-4900	23506	95%
<b>Local Agency to Complete this Section</b>		10. Total % Claimed	<u>95</u> %
16. Local Agency Contract Number: _____		 11. Preparer's Signature	
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____		Bob Morrison 12. Preparer's Name (Print)	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		Vice President 13. Preparer's Title	
19. Local Agency Representative Name (Print) _____		<u>7/24/14</u> <u>(916) 978-4900</u> 14. Date                      15. (Area Code) Tel. No.	
20. Local Agency Representative Signature _____	21. Date _____		
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____		

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

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**  
 (Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>City of Calexico</u>			
2. Project Location: <u>Cesar Chavez Blvd and 2nd Street</u>			
3. Project Description: <u>Road Improvement Project</u>			
4. Total Contract Award Amount: \$ <u>TBD</u>			
5. Consultant Name: <u>Bender Rosenthal, Inc.</u>			
6. Contract DBE Goal %: <u>4</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>TBD</u>			
8. Total Number of all Subconsultants: <u>1</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Appraisal/Acquisition/Relocation	Bender Rosenthal, Inc. 4400 Auburn Blvd, Suite 102 Sacramento, CA 95841	23506	TBD
Local Agency to Complete this Section		13. Total Dollars Claimed	\$ <u>TBD</u>
20. Local Agency Contract Number: _____			
21. Federal-aid Project Number: _____		14. Total % Claimed	<u>95</u> %
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____			
24. Local Agency Representative Signature _____		25. Date _____	
26. Local Agency Representative Title _____		27. (Area Code) Tel. No. _____	
Caltrans to Complete this Section		15. Preparer's Signature 	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:		16. Preparer's Name (Print) <u>Bob Morrison</u>	
		17. Preparer's Title <u>Vice President</u>	
28. DLAE Name (Print) _____		18. Date <u>7/28/14</u>	
29. DLAE Signature _____		19. (Area Code) Tel. No. <u>(916) 978-4900</u>	
30. Date _____			

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

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

A handwritten signature in black ink, appearing to be "J. H. [unclear]", written in a cursive style.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p><b>1. Type of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. contract  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input checked="" type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input checked="" type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p style="text-align: right;"><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input checked="" type="checkbox"/> Prime      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p> <p style="text-align: center;">N/A</p>	<p><b>11. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI) N/A</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>12. Amount of Payment</b> (check all that apply)</p> <p>\$ <u>N/A</u>    <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>14. Type of Payment</b> (check all that apply)</p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee    N/A  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other, specify _____</p>	
<p><b>13. Form of Payment</b> (check all that apply):</p> <p><input type="checkbox"/> a. cash    N/A  <input type="checkbox"/> b. in-kind; specify: nature _____  Value _____</p>		
<p><b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b> <u>ROW SERVICES</u></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>16. Continuation Sheet(s) attached:</b>    Yes <input type="checkbox"/>    No <input checked="" type="checkbox"/></p>		
<p><b>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.</b></p>		
		<p>Signature: <u>[Signature]</u></p> <p>Print Name: <u>Robert D. Morrison</u></p> <p>Title: <u>V.P.</u></p> <p>Telephone No.: <u>916 717 7069</u>    Date: <u>7/27/14</u></p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p><b>Federal Use Only:</b></p>		

Standard Form LLL Rev. 04-28-06

## EXHIBIT 10-V NON-DISCRIMINATION CLAUSE

(To be included in Consultant Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Contract, Consultant and its subconsultant 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 thereunder (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.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

A handwritten signature in black ink, appearing to read "John Doe", is written across the page.

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**EXHIBIT 12-E PS&E CHECKLIST INSTRUCTIONS**

The PS&E Checklist is to be completed by the local agency in accordance with the following instructions and attached to the PS&E Certification.

**I. HIGHWAY SYSTEM AND FUNCTIONAL CLASSIFICATION****A. National Highway System**

Some PS&E requirements depend on whether the project is on or off the National Highway System (NHS). For FHWA approved NHS maps, see [http://www.fhwa.dot.gov/planning/national\\_highway\\_system/nhs\\_maps/](http://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/)

**B. Functional Classification**

Federal-aid eligibility, design standards as well as some PS&E requirements depend on the functional classification of the route the project is on. For more guidance see FHWA's Guidance for the Functional Classification of Highways Website at: <http://www.fhwa.dot.gov/policy/ohpi/hpms/fchguidance.cfm>.

**II. PROJECT SCOPE OF WORK**

Scope of work in the PS&E must be consistent with that identified in the original scoping document or application. Otherwise, appropriate approvals must have been obtained.

**III. TYPE OF CONSTRUCTION**

Design standards as well as some oversight responsibilities depend on the type of construction. See Section 11.1 of the LAPM for definitions.

**IV. METHOD OF CONSTRUCTION****A. Contracting Method**

Unless justified by a Public Interest Finding (Exhibit 12-F *Request for Approval of Cost-Effectiveness/Public Interest Finding*), all Federal-aid construction contracts must be awarded to the lowest responsible bidder of a competitive bid process. See Section 12.4 *Method of Construction* of the LAPM for additional information.

**B. Force Account (Day Labor)**

A PIF (See Section 12.4 *Method of Construction* in the LAPM and Exhibit 12-F *Request for Approval of Cost-Effectiveness/Public Interest Finding*) must justify any force account construction work performed by the local agency. Check the appropriate boxes and process the PIF as required.

**V. ENVIRONMENTAL ANALYSIS**

The preparation of PS&E must reflect findings of the environmental analysis performed for the project. By checking the box, the agency certifies that the necessary actions called for by the environmental documents have been responded to in the PS&E. Failure to check the box will result in denial of the Request for Authorization. (See Section 12.3 *Environmental Procedures* of the LAPM for additional guidance).

**VI. VALUE ENGINEERING ANALYSIS (VA)**

A value engineering analysis is required for: (1) all Federal-aid highway projects on the NHS with a total estimated project cost of \$50 million or more, and (2) all bridge projects on the NHS with a total estimated project cost of \$40 million or more. (See Section 12.5 *Value Engineering Analysis* of the LAPM for additional guidance).

**VII. GEOMETRIC DESIGN STANDARDS**

If the project does not change existing geometrics, Section A and B do not apply and the local agency is not required to check any boxes in these sections. See Chapter 11 of the LAPM for additional guidance on geometric design standards.

**A. Geometric Design Standards Used**

New and reconstruction projects on the NHS shall be designed in accordance with Standards as defined in the current edition of *A Policy on Geometric Design of Highways and Streets*, published by the American Association of State Highway and Transportation Officials (AASHTO). The minimum standards for geometric design of local Federal-aid resurfacing, restoration and rehabilitation (3R) projects on the NHS are shown in Exhibit 11-A. Local geometric design standards that have been developed for use on locally funded new and reconstruction, or 3R projects off the NHS, may be used subject to the conditions listed in Chapter 11, "Design Standards." Check appropriate box only if this section applies.

**B. Deviations from Controlling Criteria**

The controlling criteria listed are considered to be of primary importance for highway safety, and deviations require design exception approval procedures as described in Chapter 11, "Design Standards," and Section 12.7 "Plans" of the LAPM. Check whether the criteria have been met on this project. If a design exception has been approved, indicate the approval date. Documentation shall be retained in the project files.

**VIII. BRIDGE DESIGN PROCEDURES**

All bridges shall be designed in accordance with the current edition of the *Caltrans Bridge Design Specifications Manual and the latest California Amendments to the AASHTO LRFD Bridge Design Specifications*. Check if requirement met, or if the project does not include any bridge construction indicate requirement does not apply.

**IX. STANDARD PLANS**

For projects off the State Highway System, the local agency may use Caltrans Standard Plans, Standard Plans for Public Works Construction, or subject to the conditions described in Section 11.3 *Locally Developed Design Standards* and Section 12.7 *Plans* of the LAPM.

**X. PROJECT PLANS AND SPECIFICATIONS**

Project plans and specifications shall be signed and stamped on behalf of the local agency by the person in responsible charge and who is a registered professional engineer licensed to practice in the State of California. (See Section 12.7 *Plans* of the LAPM).

A traffic control plan shall be included in the PS&E for all Federal-aid highway construction projects. Check boxes to indicate requirements are met. Failure to check both boxes will result in denial of the Request for Authorization.

Erosion control plans may be required, see Section 12.7 *Plans*, in the LAPM. If required, check box.

Whenever applicable, project plans and specifications will need to comply with the federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. If ADA requirements apply and will be complied with, check box.

**XI. STANDARD SPECIFICATIONS**

For projects off the State Highway System, the local agency may use *Caltrans Standard Specifications, the Standard Specifications for Public Works Construction*, or subject to the conditions described in Section 11.3 *Locally Developed Design Standards* of the LAPM.

**XII. FEDERAL REQUIREMENTS**

- A. Required Federal Contract Provisions** - Ensure Exhibit 12-G *Required Federal-aid Contract Language* or equivalent provisions are in the contract. Provide page numbers if not using Caltrans 2010 Standard Specifications and Revised Standard Specifications (RSS). RSS must be included in your contract special provisions.

Provisions for liquidated damages shall be included in all Federal-aid contracts on the NHS (see Chapter 12 *Plans, Specifications & Estimate* of the LAPM for requirements).

Current Buy America regulations are discussed in Section 12.8 *Federal Contract Requirements* of the LAPM. Buy America requirements do not apply to minimal use of the material such that the cost, delivered to the project site, is less than \$2,500 or one-tenth-of-one-percent of the contract amount, whichever is greater. Buy America applies if federal dollars are used on any phase of the project.

Chapter 12 *Plans, Specifications & Estimate* of the LAPM includes information for On-the-Job Training.

**B. DBE Goal**

Individual DBE contract goals will be established. Complete evaluation documentation is required and shall be retained for each contract (see DBE references in the LAPM).

In some cases, the contract DBE goal may be zero due to the extremely limited subcontracting opportunities for DBEs, the lack of certified DBEs willing to work in the geographic area in which work is to be performed, or other reasons. Documentation is required verifying that the local agency has determined that a zero percent DBE goal is appropriate. Documentation must be based on the DBE contract goal methodology with the specific project-related work codes and DBEs highlighted. In some cases there may be no contract goal (which is different than zero percent goal) if, for example, the contract is sole-source or non-profit.

**C. Certification/Disclosures**

The certification and disclosure forms listed in Exhibit H *Sample Bid* shall be included in all Federal-aid projects. Except for the Disclosure of Lobbying form and instructions, equivalent provisions may be used. See Section 12.8 *Federal Contract Requirements* of the LAPM for more information.

**D. Other Required Forms**

Two forms, or their equivalents, relating to subcontractors must be included as part of the bid package. - Exhibits 15-G *Local Agency Bidder DBE Commitment (Construction Contracts, and 12-B Bidder's List of Subcontractors (DBE and Non-DBE)*. Exhibit 15-H *DBE Information - Good Faith Efforts* must also be part of the bid package if the DBE goal was not met.

**E. Federal Wage Rates**

If payment of federal predetermined wages are required per instructions in Subparagraph B.2.a "Section IV. Payment of Predetermined Wages," they shall be physically incorporated into the final contract documents and in all related subcontracts signed by the local agency and the contractor.

Check appropriate box (i.e., Federal Wage Rates are included in the contract advertising package, referenced by the Internet Web site address, or not required) and indicate page number if applicable.

It must be emphasized that if the Internet Web site address is used in the advertising package, the final contract package upon signed by the local agency and the contractor, must physically contain the Federal Wage Rates or the Federal Wage rates as revised by addendums, if any addendums were issued.

By checking the box the local agency is indicating that they are aware of the Federal-aid "10-day rule" for federal wage rates. See Section 12.9 Required Federal Contract Provisions – Federal Wage Rates for local agency requirements under the "10-day rule."

#### F. Relations with Railroad

Where construction of a Federal-aid project requires use of railroad properties or adjustments to railroad facilities, there shall be an agreement in writing between the local agency and the railroad company. The pertinent portions of the agreement applicable to any protective services required during performance of the work shall be included in the project specifications and special provisions.

Check appropriate box (i.e., provisions are included or not required). If provisions are included, indicate page number.

### XIII. RESTRICTED CONTRACT PROVISIONS

Unless otherwise noted, see Section 12.10 of Chapter 12 for detailed guidance.

#### A. INDIAN PREFERENCES

Generally, local agencies may not use local hiring practices. However, SAFETEA-LU permits an Indian employment preference provision for projects on or near Indian reservations or Indian lands. Check the appropriate box.

#### B. BONDING AND PREQUALIFICATION

Bonding and prequalification procedures are not required for Federal-aid projects. However, any procedures or requirements for bonding, insurance, prequalification, qualification, or licensing of contractors shall not be used which may operate to restrict competition, prevent submission of a bid by or prohibit consideration of a bid submitted by any responsible contractor, whether a resident or nonresident of California. Check appropriate boxes, and if bonding and/or prequalification are used, check the last box to indicate the requirement will be met.

#### C. PRICE ADJUSTMENT CLAUSES

Price adjustment clauses may be implemented if certain conditions are met. If these clauses are used, the local agency must provide documentation of the required conditions in the project files. Check the appropriate box.

#### D. WARRANTY CLAUSES

Warranty clauses may be implemented if the conditions described in Section 12.12 of Chapter 12 are met. The local agency must provide documentation of the required conditions in the project files. Check the appropriate box.

#### E. PROPRIETARY ITEMS

The use of proprietary items is restricted as described in Section 12.12 in Chapter 12. If the use does not meet these restrictions, a Public Interest Finding justifying the use must be approved by the local agency and documented in the project files. Check the appropriate box.

### XIV. MATERIALS AND EQUIPMENT

Unless otherwise noted, see Section 12.12 of Chapter 12 for details.

#### A. Publicly Owned Equipment (for use by Contractor)

The use of publicly owned equipment on a project going to bid must be justified with a Public Interest Finding. The local agency may approve the use provided it meets conditions described in Chapter 12. Check the appropriate box.

**B. Equipment Purchases for Local Ownership**

The cost of equipment purchased by the local agency or by the contractor with ownership transferred to the local agency for construction engineering is limited. Check the appropriate box.

**C. Convict Produced Materials**

Materials produced by convict labor may be used on any Federal-aid project if they meet certain conditions.

Check appropriate box.

**D. Local Agency Furnished Materials**

The use of local agency furnished materials not acquired on the basis of competitive bidding must be supported by a Public Interest Finding justifying the use (see Section 12.13 of Chapter 12). The justification must be approved by the local agency and documented in the project files. If these materials are included, check the appropriate box indicating the method of acquisition.

**XV. PRELIMINARY ESTIMATE**

An estimate of the contract items of work must be prepared in a format which describes the items of work, unit amount, quantity, unit price, amount, a subtotal, contingencies and a total (Exhibit 12-A *Preliminary Estimate of Cost* or equivalent). The estimate must be broken down into items sufficient in detail to meet the stated requirements. Check boxes if these requirements are met.

If the project is funded with more than one type of Federal-aid it must be segregated by fund types (see Chapter 3, "Project Authorization," of the LAPM). Check box if this requirement is met.

**XVI. MAJOR PROJECTS WITH TOTAL COSTS EXPECTED TO EXCEED \$100 MILLION OR \$500 MILLION**

The federal SAFETEA-LU requires that a local agency receiving an amount of federal financial assistance for "major" projects with an estimated total cost exceeding \$100 million must have a financial plan and projects exceeding \$500 million must also have a project management plan. For details of the required submittal and approval of these two plans, which are required for all "major" projects exceeding the two estimated total costs, refer to Chapter 2 "Roles and Responsibilities" of the LAPM.

**XVII. LOCAL AGENCY SIGNATURE**

The Federal Contract Provisions Checklist shall be signed by the person preparing the contract specifications. The checklist shall be signed even if prepared by the same person who will sign the PS&E Certification.

**XVIII. CALTRANS ACCEPTANCE**

Caltrans will indicate the appropriate acceptance statement based on the type of review, as described in Chapter 12, "Plans, Specifications & Estimate," of the LAPM and sign the bottom o

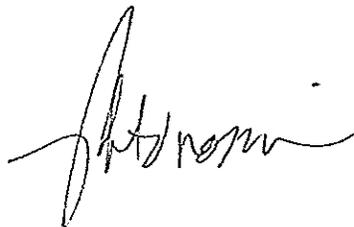


EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. HPLUL-5168(017) Bid Opening Date July 29, 2014

The City of Calexico established a Disadvantaged Business Enterprise (DBE) goal of 4 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

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

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

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

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
<u>BRI is a DBE. We did not solicit other firms</u>		

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
Appraisal / Acquisition / Relocation	Y			100%
BRI is a DBE - So we met the requirements				

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

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

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

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

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

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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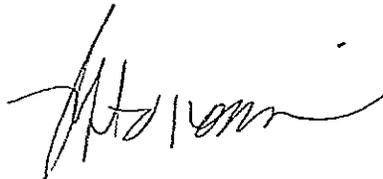
G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Bender Rosenthal, Inc. is a DBE and bidding on all elements of this solicitation. No other DBE firms were asked to participate.

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Calexico ("City") and Bender Rosenthal, Inc. ("Consultant").

### RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

### AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 2016. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's

expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
  - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
  9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- (c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. 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. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. 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.

iii. Automobile Liability Coverage. 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.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. 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.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice

shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Calexico, City Manager  
608 Heber Ave.  
Calexico, CA 92231

If to Consultant: Bender Rosenthal, Inc.  
4400 Auburn Blvd., Suite 102  
Sacramento, CA 95841

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

\_\_\_\_\_  
Richard N. Warne  
Interim City Manager

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Jennifer M. Lyon  
City Attorney

\_\_\_\_\_  
Gabriela Garcia  
Deputy City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**

(Oct. 8, 2014)

**EXHIBIT B**  
**SCHEDULE OF CHARGES**  
(Oct. 8, 2014)

**EXHIBIT C**

**CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE**

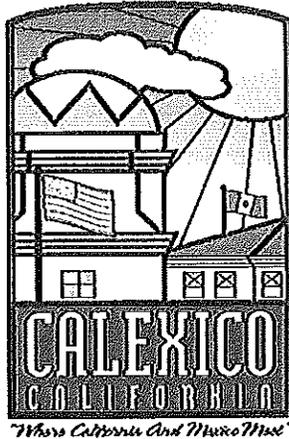
I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_,  
California.

---

Consultant

# CITY OF CALEXICO



## Request for Proposal Right of Way Acquisition Services Cesar Chavez Blvd Improvement Project Federal Project No.: HPLUL-5168(017)

Public Works Department  
608 Heber Avenue  
Calexico, CA 92231  
760/768-2100  
[www.calexico.ca.gov](http://www.calexico.ca.gov)

July 6, 2014



**CITY OF CALEXICO  
PUBLIC WORKS DEPARTMENT**

**NOTICE TO CONSULTANT'S**

The City of Calexico is requesting proposals from qualified individuals or firms to provide right-of-way appraisal and acquisition services for the Cesar Chavez Blvd. Improvement Project. Work covered by this service agreement will augment the right-of-way capability of the City's in-house staff. The work will typically be related to right-of-way fee acquisitions, easement acquisitions, and/or temporary construction easement acquisitions, and possible utility relocation coordination.

Consultant must submit five (5) copies of their proposal with original Consultant signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Right of Way Acquisition Services C.C. Project," and delivered by 2:00p.m. on Tuesday, July 29, 2014 to:

Office of the City Clerk  
City Hall  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

Late, emailed or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

Copy of the Request for Proposal can be obtained at the office of the Public Works Department, City of Calexico, City Hall, 608 Heber Avenue, Calexico, California 92231 or by visiting the City of Calexico website at [www.calexico.ca.gov](http://www.calexico.ca.gov).

Consultant will be required to obtain a City of Calexico Business License once proposal is awarded.

The City of Calexico has a Disadvantaged Business Enterprise (DBE) goal of four percent (4%).

If you have any questions or require additional information, please do not hesitate to contact the Public Works Department at 760/768-2100.

Nick Servin, Public Works Director/City Engineer  
City of Calexico

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**CITY OF CALEXICO  
PUBLIC WORKS DEPARTMENT**

**Request for Proposal  
Right of Way Acquisition Services  
Cesar Chavez Blvd Improvement Project**

**I. Introduction**

The City of Calexico is requesting proposals from qualified individuals or firms to provide right-of-way appraisal and acquisition services for the Cesar Chavez Blvd. Improvement Project. Work covered by this service agreement will augment the right-of-way capability of the City's in-house staff. The work will typically be related to right-of-way fee acquisitions, easement acquisitions, and/or temporary construction easement acquisitions, and possible utility relocation coordination.

**A. Background**

The City of Calexico is located 230 miles southeast of Los Angeles, 125 miles east of San Diego, 260 miles west of Phoenix, and adjacent to the City of Mexicali, Baja California, Mexico

**B. Project Description**

The City of Calexico is proposing to remove, reconstruct, and widen Cesar Chavez Boulevard between State HWY 98 and Second Street. The current road structure (base and pavement) is severely deteriorated and is in need of reconstruction. The road currently consists of four 12 to 15 foot-wide traveled lanes with 2 foot of paved shoulders. The roadway will be brought up to AASHTO safety requirement standards, that will include widening the road way to 100-foot-wide traveled improved road with 4 to 5 lanes including a median.

The City will negotiate a contract with the highest ranked individual/firm and plans to enter into a professional services agreement, lasting approximately two years, with the consultant to provide professional Right of Way Acquisition support.

We hereby request that your firm provide to the City a technical proposal for performing the work program outlined in the attached sample contract (Attachment D) of this RFP.

**II. Definitions**

City – The City of Calexico

Consultant – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a City contract.

### III. Proposal Submission

- A. Consultant must submit five (5) copies of their proposal with original Consultant signature. The proposal must be formatted in accordance with the instructions of this RFP. Promotional material may be attached, but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked "Right of Way Acquisition Services C.C. Project," and delivered by 2:00p.m. on Tuesday, July 29, 2014 to:

Office of the City Clerk  
City Hall  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

Late, emailed or facsimile proposals will not be accepted. It is the proposer's responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date and hour set. Proposals received after the date and time specified will not be considered.

- B. Proposers are required to submit with their proposal a Certification of Non-Collusion (Attachment B) and a Proposal Summary Fact Sheet and Statement of Responsibility (Attachment C) and the "Local Agency Proposer DBE Commitment (Consultant Contract)" (Exhibit 10-01) and the "Local Agency Proposer DBE (Consultant Contracts)" (Exhibit 10-02) (Attachment F & G). Please note these forms will not count against the overall size limit of proposals submitted.
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing Consultant.
- E. All proposals will remain in effect and legally binding for at least 45 days from the opening date.
- F. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding this RFP shall be the responsibility of the Consultant. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the Consultant.
- G. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, scheduled, exhibits and other documentation submitted by Consultant shall become the property of the City of Calexico.

- H. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- I. Consultant must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the Consultant's risk. This will include, but not limited to, all relevant laws and regulations of the State of California and the United States Government.
- J. The successful consultant will be subject to verification of non-fraud and for listing on the list for debarred contractors/consultants per federal funding requirements.

**IV. Pre-Submittal Inquires**

Pre-submittal procedural or technical inquires may be directed to Nick Servin, Public Works Director/City Engineer at 760/768-2100 or [nservin@calexico.ca.gov](mailto:nservin@calexico.ca.gov).

**V. Modifications or Withdrawal of Proposals**

- A. A proposal that is in the possession of the City may be altered by letter or facsimile bearing the signature or name of Consultant's authorized representative, provided it is received prior to the deadline for submission of proposals. Telephone or verbal alternations will not be accepted.
- B. A proposal that is in the possession of the City may be withdrawn by the proposer up to the time of the deadline for submission of proposals.

**VI. Schedule of Activities**

The City intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for Consultants to prepare definitive proposals and to permit the City of Calexico to fully consider various factors that may affect its decision. This schedule is subject to change at the discretion of the City of Calexico. The City will provide sufficient advance notice to Consultant in the event of schedule changes.

Schedule Activity	Proposal Date
Request for proposals mailed to prospective proposers	July 6, 2014
RFP submission deadline	July 29, 2014
RFP selection and notification	Week of August 11, 2014
City Council Authorization to Award	September 2, 2014
Notice of Award	TBD

**VII. Selection Process**

- A. The City reserves the sole right to judge the contents of the Consultants' proposals. The selection process will be governed by the following criteria:

1. The proposals must adhere to the instructions and format as specified in this RFP.
2. The evaluation will include a review of all documents and information relating to the Consultant's services, organizational structure, capabilities, and qualifications, past performance.
3. Consultants may be required to make an oral presentation and interview before final selection is made.
4. The City may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

#### **VIII. Evaluation Criteria**

- A. The proposal will be judged based on service capabilities and experience of the prospective Consultant and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated by the Selection Committee:
  1. Adequacy of the described plan/approach to deliver requested services as described in this RFP.
  2. Experience of Consultant in providing services and quality of work.
  3. Status of Professional Certification including whether the Consultant meets the minimum requirements to provide service.

#### **IX. Award and Contract Information**

- A. The City hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. The Consultant agrees that should it be awarded a contract, the Consultant shall not discriminate against any person who performs work there under because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The City reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the City to do so. The City will select the Consultant whose proposal is determined by the City to be the most responsive and responsible proposal

and of the best advantage to the citizens of Calexico. The City shall be the sole judge in making such a determination.

- D. The successful Consultant will be required to enter into and sign a formal agreement with the City, which agreement will be in effect for the duration of the contract period. A sample contract is attached to this RFP as Attachment D. It is the Consultant's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the RFP. If no exceptions are noted, the City will understand that the Consultant agrees to the terms and conditions as stated in the contract.
- E. In a separate sealed envelope, include a copy of your proposed fee schedule. The fee schedule will not be used during the consultant selection, but may be used by the City for comparison purposes during negotiations. The cost proposal must include a detailed not-to-exceed budget for each task that identifies the cost of staff, direct expenses, and total cost for each task. The cost proposal shall include a schedule of billing rates and conditions under which the consultant would submit a claim for extra work not covered in the not-to-exceed budget. To be considered responsive, cost proposals must include all work described in this RFP and the technical proposal.
- F. Prior to final selection, Consultant may be required to submit any additional information that the City may deem necessary to determine the Consultant qualifications. Should any of the information requested by the City be considered by the Consultant to be confidential, it must be so stated. The City will attempt to treat any information submitted by the Consultant as confidential if requested to do so; however, the City cannot ensure such confidentiality.
- G. Open Procurement
  - 1. The Consultant shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the Consultant's proposal. Items and/or services that Consultant intends to be offered on a unit price basis must be so identified.
  - 2. The City reserves the right to negotiate changes to the original proposal(s), including change in system cost and/or unit price.
  - 3. The City reserves the right to accept or reject any or all proposals in whole or in part.
  - 4. The City reserves the right to negotiate a contract with more than one Consultant at the same time.

## **X. Scope of Work**

Consultant shall provide real property appraisal, appraisal review, acquisition, if necessary relocation services, related to the acquisition of rights-of-way and possibly utility coordination assistance.

The work will typically be related to right-of-way in fee, utility easements, slope/drainage easements, and/or temporary construction easements. Appraisal components include land value, severance values, and costs to cure. Expertise in the appraisal of agricultural, residential, industrial and commercial properties will be required. In addition to Right-of-Way services described above City may also require assistance with Utility Relocation Coordination.

It is anticipated that bid advertising for the actual construction of this project will take place 2016. Therefore, legal possession of the required right-of-way for this project, including completed condemnations if needed, will need to take place prior to this date and the consultants' work timeline should take this schedule into account.

This is a federally funded project subject to FHWA and Caltrans' right of way acquisition procedures and oversight. All consultant work completed must meet Caltrans criteria for approvals.

#### SERVICES TO BE PROVIDED CONSULTANT

The work should include, but not necessarily be limited to, the following information to address concerns of regulatory agencies. Consultant shall provide the services described below as requested by the Public Works Director/City Engineer.

The following tasks will be performed by the Consultant to provide right-of-way acquisition services for Cesar Chavez Blvd Improvement Project Federal Project No. HPLUL 5168(017):

#### Task 1: Real Property Appraiser:

Responsible for preparation of Summary Appraisal Reports to determine the fair market value of the rights to be acquired from each subject property and prepared in accordance to professional standards, Uniform Standards of Professional Appraisal Practice (USPAP), and the Caltrans Right-of-Way Manual and all applicable laws and regulations. Each subject property appraisal will be separately bound and prepared in a "stand-alone" format suitable for furnishing to the associated property owners per Caltrans requirements. The comparable sales analysis shall be in chart format with accompanying analysis in narrative form. Comparable data shall be verified with parties to the transaction.

Appraisers shall be available for support for any City eminent domain litigation, including, but not limited to, preparation of appraisal summary statements and related supporting declarations; providing updated statements of valuation; assistance of counsel by providing expert witness analysis and review of defendant's property valuation information; preparation for, attendance, and testimony at deposition mediation, and trial proceedings as required. Please note: Your proposal should address how you would charge the City for this type of work.

#### Real Property Appraiser Responsibilities under the Uniform Act:

- Property owner must be notified in writing of Agency's decision to appraise.
- Property owner or designee must be given opportunity to accompany appraiser during property inspection.

- Responsibility of sending Title VI information to property owners.
- Diary entry of notifications and contacts.
- Appraisal to contain minimum recognized standards for public acquisition (Zoning, Property Rights to acquired, Highest and Best Use Analysis, Verified Comparables, Improvements Acquired, Damages, Cost-to-Cure, etc.)
- All appraisals must contain Appraiser and Review Appraiser Certificates.

#### Real Property Appraiser Minimum Qualifications:

Consultants For Real Property Appraiser Services must meet the following minimum qualifications, according to the Caltrans Right-of-Way Manual, and must possess:

- Appropriate Appraisal license as issued by the California Office of Real Estate Appraisers in accordance to the degree, complexity, and value of the appraisal required:
  - a) Residential License for any noncomplex 1-4 family property with value of 1 million and Nonresidential property with a transaction value up to \$250,000.
  - b) Certified Residential for any 1-4 family properties without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000.
  - c) Certified General for all real estate without regard to transaction value or complexity.
- Minimum two (2) years experience in appraisal of rights for eminent domain purposes.
- Successful completion of a course in appraisal of partial acquisitions for public agencies.
- Successful completion of a course in the Uniform Relocation and Real Property Acquisition Policies Act taught by a recognized organization.
- Successful completion of a course in State Eminent Domain Law taught by a recognized organization.
- Specific knowledge and experience appropriate for the type of assignment.

#### Task 2: Review Appraiser:

Responsible for the preparation of independent and objective written reviews of the real property appraiser consultant's reports. Reviews will be completed in the form of a Review Appraiser Certificate for each subject property appraisal in order to ensure appraisal quality and procedure. All reviews will adhere to professional standards. USPAP and the Caltrans Right-of-Way Manual and all applicable laws and regulations. The review appraiser will recommend approval of the reported values to the Department of Transportation to govern negotiation and settlement. The review appraiser must not be the same individual as the initial appraisal consultant.

#### Review Appraiser Responsibilities under the Uniform Act:

- Confirmation of Analysis of Highest and Best Use, Damages, and Cost to Cure Damages.
- Confirmation of Valuation.
- Confirmation of Calculations and Report Integrity.

- Prepare signed statement certifying value of appraisal reviewed, including an explanation of the basis for recommendation.

#### Review Appraiser Services Minimum qualifications:

- Consultants must meet the following minimum qualifications, according to the Caltrans Right-of- Way Manual and must possess:
- Certified Residential License for any 1-4 family property without regard to transaction value or complexity; and Nonresidential property with a transaction value up to \$250,000 or
- Certified General License for all real estate without regard to transaction value or complexity.
- Minimum two (2) years experience in reviewing appraisals for eminent domain purposes.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Act and State Eminent Domain Law taught by a recognized organization.
- Specific knowledge and experience appropriate for the type of assignment.

#### Task 3: Acquisition Specialist:

Responsible for: “good faith negotiations” with property owners for the purchase of right-of-way based on values established in the reviewed and approved appraisals; adherence to all professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations; preparation of all written correspondence, applicable forms and City’s standard purchase agreement; coordination with City staff; performance of notary services related to the signing of acquisition documents; escrow coordination with City’s selected title company; assisting City’s Right of Way Agents with Right of Way Certification, completion of final close-out work per Caltrans requirements; and maintenance of all acquisition files including acquisition diaries.

#### Acquisition Specialist Responsibilities under the Uniform Act:

- Ensure establishment of just compensation by local agency prior to initiation of negotiations.
- Expeditious acquisition within 30 days of approved appraisal.
- First Written Offer should be presented in person when possible.
- Caltrans requires that a copy of the appraisal report shall be provided to the owner with the First Written Offer; a Summary Statement (basis for the appraisal) is optional in this case.
- Owner to be given reasonable time to consider the offer and present material relevant to value determination.
- Payment is required before taking possession unless date of possession clause is used in contract.
- Local agency is responsible for payment of all incidental expenses (title, escrow, surveys, prepayment penalties, etc.)
- Preparation of Administrative Settlements when it is reasonable and in the public interest.

- Diary entries including confirmation of delivering Title VI information.

Acquisition Specialist Services minimum qualifications:

Consultants must meet the following minimum qualifications, according to the Caltrans Right-of-Way Manual and must possess:

- Real Estate Broker's or Salesperson's License (when under the direct supervision of a Real Estate Broker) as issued by the California Department of Real Estate (required by law). All Right of Way Contracts must be approved for content and signed or initialed by the Real Estate Broker.
- Minimum two (2) year experience in the acquisition of rights for eminent domain purposes.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations. By signing the Right of Way Contract, the Broker or Principal of the Company acknowledges responsibility for maintaining a complete file on each parcel.

Task 4: Relocation Specialist:

Responsible for providing relocation assistance to displaced parties, if any, resulting from an acquisition of right-of-way and conducted per applicable professional standards and the Caltrans Right-of-Way Manual and all applicable laws and regulations.

Relocation Specialist Services minimum qualifications:

Consultants must meet the following minimum qualifications, according to the Caltrans Right-of-Way Manual and should possess:

- Minimum two (2) years experience at the working level providing public agency relocation assistance.
- Successful completion of courses in the Uniform Relocation and Real Property Acquisition Policies Act and State Eminent Domain Law taught by recognized organizations.
- Specific knowledge and experience appropriate for the type of assignment

Task 5: Condemnation Support Services:

- Responsible for providing two copies of complete property files to City.
- Participating in preparation meetings and pre trial hearings.
- Providing additional information as requested by the City.

Task 6: Utility Coordination Support Services:

- Communicate and coordination with the utility companies.
- Maintain Utility Correspondence Diary.
- Prepare the A, B, C letters according to Caltrans and County procedures.
- Coordinate work with utilities and review facility relocation designs provided by the utility companies to ensure they are consistent with the project design and proposed ROW.
- Develop Caltrans Reports of Investigations and Notice to Owner;
- Coordinate relocation schedules for timely completion (if required)

## **XI. Format of Technical Proposal**

Proposals submitted in response to this RFP should include the following elements:

- A. Name, address, and telephone number of the individual or firms. If a firm, the name and title of the individual authorized to negotiate contract terms and make binding commitments shall be included. If the firm is certified as a DBE, please indicate such.
- B. Project understanding and a description of the process/approach to be used in providing the services described in Section X, Scope of Work, of this RFP. Be specific and address all elements including timing of implementation.
- C. A description of Consultant's experience in providing the requested services and professional qualifications (copies of California State appraiser certificate.)
- D. A list of key personnel, including full name, position, license or degrees held and a brief summary of relevant experience as related to proposed services; organization chart; listed of Board of Directors (if applicable); licenses (where appropriate).
- E. Provide a summary of the firms experience with similar projects, with particular emphasis on any project performed for City or other public agencies. Indicate if the project was subject to review and approval by any State of California or Federal agency.
- F. Any exception to the terms and conditions as specified in "Attachment C" to this RFP. The terms and conditions not specifically identified will be considered acceptable to Consultant.
- G. Additional documents or other material, as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation.
- H. Upon specific request of the City, Consultant shall provide consent and waiver forms permitting the City to obtain personal employment/professional qualification information about Consultant who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to the City.

- I. Statement of capacity and experience to represent the City in court proceedings relating to appraisals for the City.

Please note that this is a RFP. A detailed cost proposal is not being requested. Final project costs will be determined through negotiations with the selected firm. If project cost negotiations with the selected firm are unsuccessful, the City reserves the right to enter into negotiations with other firm(s).

## **XII. Contract**

- A. Time is the essence in awarding the contract. The City reserves the right to cancel any intent to award and proceed to the next Consultant if the selected Consultant has not signed the agreement within two weeks after the notification of intend of award.

- B. Execution of Contract

1. Upon the acceptance of a Consultant's Proposal, the City will prepare and submit a contract to the successful Consultant for signature (see sample contract, as Attachment D, which contains required contractual language). In the event that the successful Consultant fails, neglects or refuses to execute the contract within a specified number of days after receiving a copy of the contract from the City, the City may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by the City and its successful Consultant pursuant to this proposal will be (a) all of the information presented in or with this proposal and the Consultant's response thereto, and (b) all written communications between the City and the successful Consultant whose proposal is accepted.

- C. No Assignment

Assignment by the successful Consultant to any third party of any contract based on the proposal or any monies due shall be absolutely prohibited and will not be recognized by the City unless approved in advance by the City in writing.

## **XIII. Rejection of Proposals**

The RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the City to do so. The City may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the City. The City will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP or any other costs involved including travel. The selected Consultant will be required to obtain a City business license if not already held.

#### **XIV. General Conditions**

While the intent of the City is to award the contract to the selected Consultant, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Cost incurred in the preparation of response to this RFP will not be reimbursed.

The City has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage should be mentioned in the response to the RFP.

#### **Limitations**

1. The Consultant should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. The Consultant should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
2. The City has the authority to terminate the contract upon written notice to the Consultant at any time during the period of the contract if the City finds that the Consultant's performance is not satisfactory.
3. Contract payments will be made on the basis of satisfactory performance by the Consultants as determined by the City. Final payment to the Consultant will only be made when the City finds that the work performed by the Consultant to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the City.

#### **XV. Insurance Requirements**

Consultant will be required to furnish to the city certificates of insurance evidencing at the minimum the following:

- A. Worker's Compensation Insurance:
  1. Statutory Coverage
  2. Employer's Liability
- B. Commercial General Liability:
  1. Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
  2. Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence \$1,000,000

Aggregate \$2,000,000

C. Automobile Insurance:

1. Including all owned, hired, borrowed, and non-owned vehicles
2. Limit of Liability for Bodily Injury and Property Damage  
Per Accident \$1,000,000

D. Professional Liability:

1. Limit of Liability: \$1,000,000

E. Umbrella Liability:

1. Limit of Liability: \$2,000,000 Per Occurrence & Annual Aggregate
2. Coverage is to apply in excess of all primary insurance policies, coverage, and limits specified above

**XVI. List of Attachments**

Attachment A – Proposal Evaluation Form

Attachment B – Certificate of Non-collusion

Attachment C – Proposal Summary Fact Sheet and Statement of Responsibility

Attachment D – Agreement for Professional Services

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Charges
- Exhibit C – Certificate of Exemption from Workers Compensation Insurance

Attachment E – Bidder/Proposer Disadvantaged Business Enterprise (DBE) Program Requirements

- Exhibit 10-F
- Exhibit 10-I
- Exhibit 10-J

Attachment F – Required Certification by Consultant with Proposal

- Exhibit 10-01
- Exhibit 10-P
- Exhibit 10-Q
- Exhibit 10-V
- Exhibit 12-E
- Exhibit 15-H

Attachment G – Required Certification by Consultant and City after Contract Execution

- Exhibit 10-02
- Exhibit 17-F
- Exhibit 17-O

**Attachment A**

City of Calexico  
Public Works Department

Proposal Evaluation Form

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

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

		Weight	Rating*	Points**
A	Completeness of Response	Pass/Fail		
B	Capacity to Perform the Work	Pass/Fail		
C	Technical Criteria	Pass/Fail		
D	Firm/Personnel Qualifications	40 points		
E	Relevant Experience	30 points		
F	Reference	15 points		
G	Overall Proposal	15 points		
Evaluation Total (Maximum 500)				

\*5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

\*\*Points = Weight x Rating

**Attachment B**

City of Calexico  
Public Works Department

Certificate of Non-Collusion

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_  
Date

**Attachment C**

**City of Calexico  
Public Works Department**

**Proposal Summary Fact Sheet and Statement of Responsibility**

1. Applicant Firm Name: \_\_\_\_\_
2. Executive Director: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Title: \_\_\_\_\_
5. Address: \_\_\_\_\_
6. Telephone Number: \_\_\_\_\_
7. Authorized Representative's Signature: \_\_\_\_\_
8. Name and Title: \_\_\_\_\_

**Certifications:**

1. Are you incorporated?      Yes ( ) No ( )

If yes, date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

2. Tax Identification Number: \_\_\_\_\_

Please list the official name of the firm as submitted to the IRS:

\_\_\_\_\_

3. Fictitious name or names, if any, under which you are doing business:

\_\_\_\_\_

\_\_\_\_\_

4. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?

Yes ( ) No ( )

5. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 45 days after the proposal is opened?

Yes ( ) No ( )

6. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the City to pursue any remedy authorized by law, and shall include the right, at the option of the City, of declaring any contract made as a result thereof to be void.

Yes ( ) No ( )

7. Do you agree to provide the City with any other information the City determines in necessary for accurate determination of your qualifications to provide services?

Yes ( ) No ( )

8. Do you agree that the proposal amount includes all costs incident to the proposed contract?

Yes ( ) No ( )

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_  
Date

## Attachment D

### AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Calexico ("City") and \_\_\_\_\_ ("Consultant").

#### RECITALS

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

#### AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than \_\_\_\_\_, 2015. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City

shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

- (b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.
- (c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

- i. Workers' Compensation Coverage. 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. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. 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.

iii. Automobile Liability Coverage. 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.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City

may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. 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.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.
13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.
14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Calexico, City Manager  
608 Heber Ave.  
Calexico, CA 92231

If to Consultant:

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

\_\_\_\_\_  
Richard N. Warne  
Interim City Manager

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Jennifer M. Lyon  
City Attorney

\_\_\_\_\_  
Gabriela Garcia  
Deputy City Clerk

**EXHIBIT A**

**SCOPE OF SERVICES**

(to be filled in by Consultant)

**EXHIBIT B**

**SCHEDULE OF CHARGES**

(to be filled in by Consultant)

**EXHIBIT C**

**CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_, California.

\_\_\_\_\_  
Consultant

**Attachment E**

**Bidder/Proposer Disadvantaged Business Enterprise (DBE) Program Requirements**

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the \_\_\_\_\_, and duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of \_\_\_\_\_<sup>4</sup> %

OR

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

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

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

**2. AUTHORITY AND RESPONSIBILITY**

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

**3. SUBMISSION OF DBE INFORMATION**

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

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

**4. DBE PARTICIPATION GENERAL INFORMATION**

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

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

## 5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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**EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION****1. Subconsultants**

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

**2. Disadvantaged Business Enterprise (DBE) Participation**

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

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

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

**4. Prompt Payment of Funds Withheld to Subconsultants**

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

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

#### 5. DBE Records

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

#### 6. DBE Certification and Decertification Status

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

**Attachment F**

**Required Certification by Consultant with Proposal**

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

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

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

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

**INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT****Consultant Section***The Consultant shall:*

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

**Local Agency Section:***The Local Agency representative shall:*

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

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**EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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



## INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

**EXHIBIT 10-V NON-DISCRIMINATION CLAUSE**

(To be included in Consultant Contract)

**NON-DISCRIMINATION CLAUSE**

During the performance of this Contract, Consultant and its subconsultant 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 thereunder (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.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

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**EXHIBIT 12-E PS&E CHECKLIST INSTRUCTIONS**

The PS&E Checklist is to be completed by the local agency in accordance with the following instructions and attached to the PS&E Certification.

**I. HIGHWAY SYSTEM AND FUNCTIONAL CLASSIFICATION****A. National Highway System**

Some PS&E requirements depend on whether the project is on or off the National Highway System (NHS). For FHWA approved NHS maps, see [http://www.fhwa.dot.gov/planning/national\\_highway\\_system/nhs\\_maps/](http://www.fhwa.dot.gov/planning/national_highway_system/nhs_maps/)

**B. Functional Classification**

Federal-aid eligibility, design standards as well as some PS&E requirements depend on the functional classification of the route the project is on. For more guidance see FHWA's Guidance for the Functional Classification of Highways Website at: <http://www.fhwa.dot.gov/policy/ohpi/hpms/fchguidance.cfm>.

**II. PROJECT SCOPE OF WORK**

Scope of work in the PS&E must be consistent with that identified in the original scoping document or application. Otherwise, appropriate approvals must have been obtained.

**III. TYPE OF CONSTRUCTION**

Design standards as well as some oversight responsibilities depend on the type of construction. See Section 11.1 of the LAPM for definitions.

**IV. METHOD OF CONSTRUCTION****A. Contracting Method**

Unless justified by a Public Interest Finding (Exhibit 12-F *Request for Approval of Cost-Effectiveness/Public Interest Finding*), all Federal-aid construction contracts must be awarded to the lowest responsible bidder of a competitive bid process. See Section 12.4 *Method of Construction* of the LAPM for additional information.

**B. Force Account (Day Labor)**

A PIF (See Section 12.4 *Method of Construction* in the LAPM and Exhibit 12-F *Request for Approval of Cost-Effectiveness/Public Interest Finding*) must justify any force account construction work performed by the local agency. Check the appropriate boxes and process the PIF as required.

**V. ENVIRONMENTAL ANALYSIS**

The preparation of PS&E must reflect findings of the environmental analysis performed for the project. By checking the box, the agency certifies that the necessary actions called for by the environmental documents have been responded to in the PS&E. Failure to check the box will result in denial of the Request for Authorization. (See Section 12.3 *Environmental Procedures* of the LAPM for additional guidance).

**VI. VALUE ENGINEERING ANALYSIS (VA)**

A value engineering analysis is required for: (1) all Federal-aid highway projects on the NHS with a total estimated project cost of \$50 million or more, and (2) all bridge projects on the NHS with a total estimated project cost of \$40 million or more. (See Section 12.5 *Value Engineering Analysis* of the LAPM for additional guidance).

**VII. GEOMETRIC DESIGN STANDARDS**

If the project does not change existing geometrics, Section A and B do not apply and the local agency is not required to check any boxes in these sections. See Chapter 11 of the LAPM for additional guidance on geometric design standards.

**A. Geometric Design Standards Used**

New and reconstruction projects on the NHS shall be designed in accordance with Standards as defined in the current edition of *A Policy on Geometric Design of Highways and Streets*, published by the American Association of State Highway and Transportation Officials (AASHTO). The minimum standards for geometric design of local Federal-aid resurfacing, restoration and rehabilitation (3R) projects on the NHS are shown in Exhibit 11-A. Local geometric design standards that have been developed for use on locally funded new and reconstruction, or 3R projects off the NHS, may be used subject to the conditions listed in Chapter 11, "Design Standards." Check appropriate box only if this section applies.

**B. Deviations from Controlling Criteria**

The controlling criteria listed are considered to be of primary importance for highway safety, and deviations require design exception approval procedures as described in Chapter 11, "Design Standards," and Section 12.7 "Plans" of the LAPM. Check whether the criteria have been met on this project. If a design exception has been approved, indicate the approval date. Documentation shall be retained in the project files.

**VIII. BRIDGE DESIGN PROCEDURES**

All bridges shall be designed in accordance with the current edition of the *Caltrans Bridge Design Specifications Manual and the latest California Amendments to the AASHTO LRFD Bridge Design Specifications*. Check if requirement met, or if the project does not include any bridge construction indicate requirement does not apply.

**IX. STANDARD PLANS**

For projects off the State Highway System, the local agency may use Caltrans Standard Plans, Standard Plans for Public Works Construction, or subject to the conditions described in Section 11.3 *Locally Developed Design Standards* and Section 12.7 *Plans* of the LAPM.

**X. PROJECT PLANS AND SPECIFICATIONS**

Project plans and specifications shall be signed and stamped on behalf of the local agency by the person in responsible charge and who is a registered professional engineer licensed to practice in the State of California. (See Section 12.7 *Plans* of the LAPM).

A traffic control plan shall be included in the PS&E for all Federal-aid highway construction projects. Check boxes to indicate requirements are met. Failure to check both boxes will result in denial of the Request for Authorization.

Erosion control plans may be required, see Section 12.7 *Plans*, in the LAPM. If required, check box.

Whenever applicable, project plans and specifications will need to comply with the federal Americans with Disabilities Act (ADA) requirements 28 CFR, Part 35 or Part 36, and the *California and Local Building Codes* within the project limits. In accordance with 28 CFR Sec. 35.151, curbs ramps must meet current ADA standards if the project includes streets that are to be newly constructed or altered (includes repaving). For ADA requirements, see Chapter 11 "Design Standards," and Section 12.7 of this chapter. If ADA requirements apply and will be complied with, check box.

**XI. STANDARD SPECIFICATIONS**

For projects off the State Highway System, the local agency may use *Caltrans Standard Specifications, the Standard Specifications for Public Works Construction*, or subject to the conditions described in Section 11.3 *Locally Developed Design Standards* of the LAPM.

**XII. FEDERAL REQUIREMENTS**

- A. Required Federal Contract Provisions** - Ensure Exhibit 12-G *Required Federal-aid Contract Language* or equivalent provisions are in the contract. Provide page numbers if not using Caltrans 2010 Standard Specifications and Revised Standard Specifications (RSS). RSS must be included in your contract special provisions.

Provisions for liquidated damages shall be included in all Federal-aid contracts on the NHS (see Chapter 12 *Plans, Specifications & Estimate* of the LAPM for requirements).

Current Buy America regulations are discussed in Section 12.8 *Federal Contract Requirements* of the LAPM. Buy America requirements do not apply to minimal use of the material such that the cost, delivered to the project site, is less than \$2,500 or one-tenth-of-one-percent of the contract amount, whichever is greater. Buy America applies if federal dollars are used on any phase of the project.

Chapter 12 *Plans, Specifications & Estimate* of the LAPM includes information for On-the-Job Training.

**B. DBE Goal**

Individual DBE contract goals will be established. Complete evaluation documentation is required and shall be retained for each contract (see DBE references in the LAPM).

In some cases, the contract DBE goal may be zero due to the extremely limited subcontracting opportunities for DBEs, the lack of certified DBEs willing to work in the geographic area in which work is to be performed, or other reasons. Documentation is required verifying that the local agency has determined that a zero percent DBE goal is appropriate. Documentation must be based on the DBE contract goal methodology with the specific project-related work codes and DBEs highlighted. In some cases there may be no contract goal (which is different than zero percent goal) if, for example, the contract is sole-source or non-profit.

**C. Certification/Disclosures**

The certification and disclosure forms listed in Exhibit H *Sample Bid* shall be included in all Federal-aid projects. Except for the Disclosure of Lobbying form and instructions, equivalent provisions may be used. See Section 12.8 *Federal Contract Requirements* of the LAPM for more information.

**D. Other Required Forms**

Two forms, or their equivalents, relating to subcontractors must be included as part of the bid package. - Exhibits 15-G *Local Agency Bidder DBE Commitment (Construction Contracts, and 12-B Bidder's List of Subcontractors (DBE and Non-DBE)*. Exhibit 15-H *DBE Information - Good Faith Efforts* must also be part of the bid package if the DBE goal was not met.

**E. Federal Wage Rates**

If payment of federal predetermined wages are required per instructions in Subparagraph B.2.a "Section IV. Payment of Predetermined Wages," they shall be physically incorporated into the final contract documents and in all related subcontracts signed by the local agency and the contractor.

Check appropriate box (i.e., Federal Wage Rates are included in the contract advertising package, referenced by the Internet Web site address, or not required) and indicate page number if applicable.

It must be emphasized that if the Internet Web site address is used in the advertising package, the final contract package upon signed by the local agency and the contractor, must physically contain the Federal Wage Rates or the Federal Wage rates as revised by addendums, if any addendums were issued.

By checking the box the local agency is indicating that they are aware of the Federal-aid "10-day rule" for federal wage rates. See Section 12.9 Required Federal Contract Provisions – Federal Wage Rates for local agency requirements under the "10-day rule."

**F. Relations with Railroad**

Where construction of a Federal-aid project requires use of railroad properties or adjustments to railroad facilities, there shall be an agreement in writing between the local agency and the railroad company. The pertinent portions of the agreement applicable to any protective services required during performance of the work shall be included in the project specifications and special provisions.

Check appropriate box (i.e., provisions are included or not required). If provisions are included, indicate page number.

**XIII. RESTRICTED CONTRACT PROVISIONS**

Unless otherwise noted, see Section 12.10 of Chapter 12 for detailed guidance.

**A. INDIAN PREFERENCES**

Generally, local agencies may not use local hiring practices. However, SAFETEA-LU permits an Indian employment preference provision for projects on or near Indian reservations or Indian lands. Check the appropriate box.

**B. BONDING AND PREQUALIFICATION**

Bonding and prequalification procedures are not required for Federal-aid projects. However, any procedures or requirements for bonding, insurance, prequalification, qualification, or licensing of contractors shall not be used which may operate to restrict competition, prevent submission of a bid by or prohibit consideration of a bid submitted by any responsible contractor, whether a resident or nonresident of California. Check appropriate boxes, and if bonding and/or prequalification are used, check the last box to indicate the requirement will be met.

**C. PRICE ADJUSTMENT CLAUSES**

Price adjustment clauses may be implemented if certain conditions are met. If these clauses are used, the local agency must provide documentation of the required conditions in the project files. Check the appropriate box.

**D. WARRANTY CLAUSES**

Warranty clauses may be implemented if the conditions described in Section 12.12 of Chapter 12 are met. The local agency must provide documentation of the required conditions in the project files. Check the appropriate box.

**E. PROPRIETARY ITEMS**

The use of proprietary items is restricted as described in Section 12.12 in Chapter 12. If the use does not meet these restrictions, a Public Interest Finding justifying the use must be approved by the local agency and documented in the project files. Check the appropriate box.

**XIV. MATERIALS AND EQUIPMENT**

Unless otherwise noted, see Section 12.12 of Chapter 12 for details.

**A. Publicly Owned Equipment (for use by Contractor)**

The use of publicly owned equipment on a project going to bid must be justified with a Public Interest Finding. The local agency may approve the use provided it meets conditions described in Chapter 12. Check the appropriate box.

**B. Equipment Purchases for Local Ownership**

The cost of equipment purchased by the local agency or by the contractor with ownership transferred to the local agency for construction engineering is limited. Check the appropriate box.

**C. Convict Produced Materials**

Materials produced by convict labor may be used on any Federal-aid project if they meet certain conditions.

Check appropriate box.

**D. Local Agency Furnished Materials**

The use of local agency furnished materials not acquired on the basis of competitive bidding must be supported by a Public Interest Finding justifying the use (see Section 12.13 of Chapter 12). The justification must be approved by the local agency and documented in the project files. If these materials are included, check the appropriate box indicating the method of acquisition.

**XV. PRELIMINARY ESTIMATE**

An estimate of the contract items of work must be prepared in a format which describes the items of work, unit amount, quantity, unit price, amount, a subtotal, contingencies and a total (Exhibit 12-A *Preliminary Estimate of Cost* or equivalent). The estimate must be broken down into items sufficient in detail to meet the stated requirements. Check boxes if these requirements are met.

If the project is funded with more than one type of Federal-aid it must be segregated by fund types (see Chapter 3, "Project Authorization," of the LAPM). Check box if this requirement is met.

**XVI. MAJOR PROJECTS WITH TOTAL COSTS EXPECTED TO EXCEED \$100 MILLION OR \$500 MILLION**

The federal SAFETEA-LU requires that a local agency receiving an amount of federal financial assistance for "major" projects with an estimated total cost exceeding \$100 million must have a financial plan and projects exceeding \$500 million must also have a project management plan. For details of the required submittal and approval of these two plans, which are required for all "major" projects exceeding the two estimated total costs, refer to Chapter 2 "Roles and Responsibilities" of the LAPM .

**XVII. LOCAL AGENCY SIGNATURE**

The Federal Contract Provisions Checklist shall be signed by the person preparing the contract specifications. The checklist shall be signed even if prepared by the same person who will sign the PS&E Certification.

**XVIII. CALTRANS ACCEPTANCE**

Caltrans will indicate the appropriate acceptance statement based on the type of review, as described in Chapter 12, "Plans, Specifications & Estimate," of the LAPM and sign the bottom o

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**

**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. HPLUL-5168(017) Bid Opening Date July 29, 2014

The City of Calexico established a Disadvantaged Business Enterprise (DBE) goal of 4 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

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

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

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

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

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

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

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

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

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

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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

**Attachment G**

**Required Certification by Consultant and City after Contract Execution**

**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**

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

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		13. Total Dollars Claimed \$ _____	14. Total % Claimed _____ %
20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: _____ 22. Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:  23. Local Agency Representative Name (Print) _____ 24. Local Agency Representative Signature _____ 25. Date _____ 26. Local Agency Representative Title _____ 27. (Area Code) Tel. No. _____			
<b>Caltrans to Complete this Section</b>		15. Preparer's Signature _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:  28. DLAE Name (Print) _____ 29. DLAE Signature _____ 30. Date _____		16. Preparer's Name (Print) _____	
		17. Preparer's Title _____	
		18. Date _____	19. (Area Code) Tel. No. _____

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

**INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION****Consultant Section***The Consultant shall:*

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

**Local Agency Section:***The Local Agency representative shall:*

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

**Caltrans Section:***Caltrans District Local Assistance Engineer (DLAE) shall:*

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE**

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION  
CP-CEM-2403(F) (New: 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

*Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions*

CONTRACT ITEM NO.	SUB-CONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
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TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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**Distribution** Original copy -DLAE  
Copy -1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT**

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.