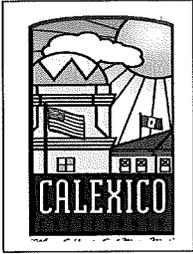


**AGENDA
ITEM**

08



AGENDA STAFF REPORT

DATE: January 23, 2019

TO: Mayor and City Council

APPROVED BY: David B. Dale, City Manager *DD*

PREPARED BY: Lilliana Falomir, Public Works Manager *L. Falomir*

SUBJECT: Authorize the City Manager to Sign Agreement of Professional Services with Dynamic Consulting Engineers, Inc. for Construction Management, Geotechnical and Inspection Services for De Las Flores Street Improvement Federal Project No. CML-5168(030).

=====

Recommendation:

Authorize the City Manager to Sign Agreement of Professional Services with Dynamic Consulting Engineers, Inc. for Construction Management, Geotechnical and Inspection Services for De Las Flores Street Improvement Federal Project No. CML-5168(030).

Background:

The City of Calexico Public Works Department received a grant from California Department of Transportation (Caltrans) under Congestions Mitigation & Air Quality (CMAQ) Program for 2017-2018 in the amount of \$403,000.00 for the Project No. CML-5168(030) De Las Flores Street Improvements. The City requested funding to construct De Las Flores Street between Eady Avenue and Kloke Avenue. The project will include grinding of existing asphalt concrete pavement, paving and surfacing, 8" sewer line, 6" waterline, fire hydrants, remove and replace concrete curb and gutter, traffic striping, utility adjustments and traffic control.

Discussion & Analysis:

The City of Calexico recently requested proposals from qualified and experienced construction management and field inspection professionals to provide Construction Management, Geotechnical and Inspection Services for De Las Flores Street Improvement Federal Project No. CML-5168(030). On December 6, the Office of the City Clerk received four (4) proposals.

1. Dynamic Consulting Engineers
2. Nicklaus Engineering, Inc.

**AGENDA
ITEM**

08

3. The Holt Group, Inc.
4. Vexer Engineering Civil-Structural-Design

After receipt of all proposals, the evaluation committee conduct an evaluation of the written proposals and rank them accordingly. The evaluation committee recommends that the City Council of the City of Calexico authorize the City Manager to sign Agreement of Professional Services with Dynamic Consulting Engineers, Inc. for Construction Management, Geotechnical and Inspection Services for De Las Flores Street Improvement Federal Project No. CML-5168(030).

Fiscal Impact:

Measure "D" Funds \$89,946.30.

Coordinated With:

Public Works Department.

Attachment(s):

1. Dynamic Consulting Engineers, Inc. Agreement of Professional Services
2. RFP for Construction Management, Geotechnical and Inspection Services for De Las Flores Street Improvement Federal Project No. CML-5168(030).

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 23rd day of January, 2019, by and between the City of Calexico ("City") and Dynamic Consulting Engineers ("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, 2020. 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: Dynamic Consulting Engineers
2415 Imperial Business Park Drive, Suite B
Imperial, CA 92251

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.

*****SIGNATURES ON FOLLOWING PAGE*****

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

CITY OF CALEXICO:

CONSULTANT:

David Dale
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A

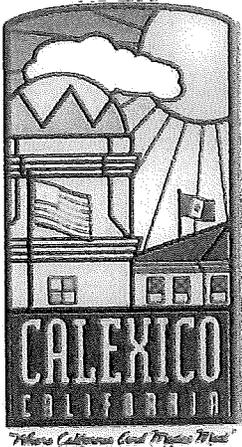
SCOPE OF SERVICES

(Proposal dated December 6, 2018)

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "DE LAS FLORES STREET IMPROVEMENTS" PROJECT. FEDERAL AID PROJECT NO. CML-5168(030), IN THE CITY OF CALEXICO, CA

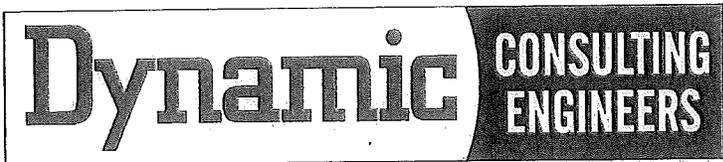
**CITY OF
CALEXICO**

Department of
Public Works



12/6/2018

CITY OF CALEXICO PUBLIC WORKS



PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "DE LAS FLORES STREET IMPROVEMENTS" PROJECT. FEDERAL AID PROJECT NO. CML-5168(030), IN THE CITY OF CALEXICO, CA

December 6, 2018



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

SUBJECT: PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "DE LAS FLORES STREET IMPROVEMENTS" PROJECT. FEDERAL AID PROJECT NO. CML-5168(030), IN THE CITY OF CALEXICO, CA

Dynamic Consulting Engineers, Inc. (DCE) appreciates the opportunity to present this proposal to the City of Calexico Public Works Department. **Dynamic Consulting Engineers, Inc. has teamed up with Sierra MTI** to provide the City with an exceptional team with extensive experience with similar projects in Imperial Valley. **Labor Compliance Consultants of Southern California** will provide labor compliance services for this project. DCE is a Disadvantaged Business Enterprise (DBE), which can help with the City's DBE goals on the project.

Our team has extensive experience in resident engineering and construction management of similar federally funded projects and can assure the City that the proper procedures, documentation and filing will occur to maintain the funding for this and future projects. Our team will assure the City of Calexico that this City administered project will be constructed in substantial compliance with the Plans and Specifications and that all funding agency requirements are met. Our Construction Management team has successfully provided CM and Inspection services on federal funded projects to several local public agencies including the County of Imperial Public Works Department.

The City of Calexico has received federal funding through the CML Congestions Mitigation Program to reduce congestion and improve air quality. The City of Calexico experiences major traffic congestions and poor air quality. This project will help reduce traffic congestion and improve air quality. The De las Flores Street Improvements Project extends from Kloke Avenue to Eady Avenue for approximately 1,400 Ft. The new improvements include grinding of existing AC pavement and the installation of a new AC pavement. Improvements also include the removal and installation of new curb and gutter, installation of 6 inch water line, fire hydrants, 8 inch sewer line, traffic striping and adjustment of utilities and loop detectors.

In closing, we are excited about the possibility of serving you. We feel strongly we can provide you with the service you require on this project. Thank you for your consideration. If there are any questions or comments please feel free to contact me at (760) 545-0162.

Sincerely,

A handwritten signature in black ink, appearing to read "CB", written over a horizontal line.

Carlos Beltran, PE
Principal Engineer
Dynamic Consulting Engineers, Inc.

Contents

INTRODUCTION AND PROJECT UNDERSTANDING 3
 Project Background3
 Project Details.....4
 Project Challenges4
 Contract Administration Procedures6
 Dynamic Consulting Engineers, Inc. "the DCE Difference"7

PROPOSED SCOPE OF WORK 8

SUMMARY OF TEAM QUALIFICATIONS AND EXPERIENCE 11
 Company information 11
 FIRM OVERVIEW 12
 EXPERIENCE AND SERVICES 12
 Proposed Project Personnel 14
 Description of Similar Work and Experience 22

LIST OF CLIENT REFERENCES 28

APPROACH TO MANAGING AND COMPLETING THE PROJECT:..... 28
 APPROACH TO PROJECT AND PHILOSOPHY 28
 CONSTRUCTION MANAGEMENT METHODOLOGY AND TECHNIQUES 30

DCE – DBE CERTIFICATION..... 31

LAPM FORMS 32

INTRODUCTION AND PROJECT UNDERSTANDING

The City of Calexico Department of Public Works is requesting proposals from qualified and experienced construction management and field inspection professionals to provide Resident Engineer and Construction Inspection Services for the above-mentioned project. The services are anticipated to be full time for the duration of the construction work.

Project Background

The City of Calexico has received federal funding through the CML to improve approximately 1,400 Ft of De las Flores Street from Eady Rd to Kloke Rd with the main purpose to alleviate traffic congestion and poor air quality. The city has experienced massive traffic congestions and poor air quality over the years due to the increase in traffic due to the international border crossing. The Calexico-Mexicali border crossing is one of the busiest in the Country which creates massive traffic congestions within the City. This project will provide a much needed improvement in traffic to the city as well as improvement to the air quality.



Project Details

The De las Flores Street Improvements Project extends from Kloke Avenue to Eady Avenue for approximately 1,400 Ft. The new improvements include grinding of existing AC pavement and the installation of a new AC pavement. Improvements also include the removal and installation of new curb and gutter, installation of 6 inch water line, fire hydrants, 8 inch sewer line, traffic striping and adjustment of utilities and loop detectors.

The City intends to contract with a professional consultant to provide Construction Management, Construction Inspections, Geotechnical Testing and Labor Compliance.

DCE has a registered land surveyor on staff that will certify curb and gutter and elevations of the Class II Base prior to paving. DCE will provide certification letters to the City.

Project Challenges

We do not anticipate major challenges on this project. One of the reasons is that the entire project site can be closed to traffic and allow the contractor to perform the work with minor interruptions and not traffic through the project site. But with any project, there will always be challenges accounted for and unaccounted for. Our Construction Management and Inspection team is ready for any challenge encountered.

We strongly believe we can overcome any accounted or unaccounted challenge and provide the City with the best Construction Management and Field Inspector for this project. The reasons our team is unique to this project is that our team has:

- Knowledge of the local environment. (The Field Inspector proposed for this project was raised and lives in Calexico).
- Extensive experience in Street Improvement Projects, CM and Inspections as well as Design.
- Knowledge of the City of Calexico standard and requirements.
- Knowledge of the City of Calexico logistics, from a pedestrian point of view to the businesses and vehicular traffic just passing through Calexico to get across the border.
- Familiar with local residents and local businesses.
- Our team is fluent in English and Spanish.

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "DE LAS FLORES STREET IMPROVEMENTS" PROJECT. FEDERAL AID PROJECT NO. CML-5168(030), IN THE CITY OF CALEXICO, CA

- The ability of our Field Inspector to effectively communicate with the Local Residents, Local Schools and Local Businesses.
- Close communication with emergency services and public agencies.
- Extensive experience working with IID Energy, IID Water, AT&T, SoCal Gas, Spectrum and other utility companies.

Construction Management and Inspections for this unique project does not end with assuring the City that the project is being constructed in accordance with the contract documents, plans and specifications. This project has more than just verification of the contractor's work. This project will require, and DCE team will provide, extensive communication with local businesses, local residents, city staff, Calexico Schools and emergency services to assure all those agencies continue operating with minimal impacts. DCE staff will work closely with local businesses to assure their concerns are taken into account and assure they are not being negatively affected.

Contract Administration Procedures

The purpose of the Proposal is to provide the City Public Works Department with the assurance that this City administered project is constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions (where applicable) required due to the specific funding requirements are adhered to. An important objective is to maintain a level of high quality Resident Engineer and Construction Inspection services through appropriate documentation and workflow methodology in the most cost-effective manner possible.

The contract will be regulated according to the provisions of all State and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. It will be critical on this project to provide prevailing wage services. This includes providing prevailing wage training seminar to the Prime Contractor and Subcontractors, reviewing certified payrolls for proper labor classification/wages, EEO monitoring, reviewing correlation of payrolls and extra work billings, review of placement of proper posters, investigations, recommending possible deductions for violations and discrepancies, conducting field interviews and site audits. Keeping the prevailing wage files in order will be critical.

The Resident Engineer is very familiar with the project and will become very familiar with the project files to ensure that any questions from Caltrans during an audit can be answered. Documents will be filed correctly and indexed for quick reference.

The project will be administered per the LAPM chapter 16. This includes reviewing working days, contract time requirements, documenting time extensions. The Engineer's Daily Reports will be per 16-C in the LAPM. DCE will complete Exhibit 16-A, "Weekly Statement of Working Days" form CEM-2701 on a weekly basis.

The work will be inspected to assure compliance with the contract documents, plans and specifications. Deviations will promptly be brought to the contractor's attention. Material samples will be taken, and tests performed as noted in Section 16.14 of the LAPM or in accordance with the City's Quality Assurance Program. DCE will record the engineer's and inspector's activities, as noted in Section 16.7 of the LAPM.

Dynamic Consulting Engineers, Inc. "the DCE Difference"

There are many professional firms that can provide Construction Management and Inspection Services. But no two companies are the same. At DCE we go above and beyond to assure the project is completed per the plans and specifications with minimal impacts to the community. Our team of Construction Managers and Inspectors get closely involved with the community, especially with residents and local businesses located along the project to inform them of the construction activities and the impacts to their daily activities and/or operations. We maintain effective communication with the residents and local business and listen to their concerns. This minimizes or avoids potential complaints to the City from impacts due to construction activities. We will work closely with the Contractor, the City and the community to assure the project progresses as efficiently as possible. Our Construction Manager and Inspector are both fluent in English and Spanish and can communicate effectively with local businesses, local residents, local schools and all agencies affected by the construction activities. DCE will oversee the project site to make sure the contractor is providing a safe work environment for all construction workers as well as safe environment for vehicular traffic and pedestrian traffic. DCE understand safety is imperative in every project and a priority to the City.

DCE's Construction Manager/RE and Inspector have extensive experience working on street improvement projects throughout the Imperial Valley. DCE's team has worked and continues to work extremely well with local public agencies on impacts to their facilities. DCE has worked well with IID Energy Department coordinating relocation of existing power poles and power lines. Also, DCE has worked well with IID on scheduling the holding of power poles during excavations near existing power poles. DCE is very familiar with IID requirements and the advance notices needed for any work on their utilities.

DCE's team has also worked with IID Water Department in relocating IID canals and drainage facilities and Real Estate department for encroachment applications. DCE also has worked and coordinated numerous projects with AT&T, SoCal Gas, Spectrum and other communication agencies.

DCE also has the ability to provide design services for any changes to the project the City feels a need for, or if it will benefit the project. DCE can quickly provide design services for street improvements, storm drain, water and sewer services.

Also, DCE has a registered land surveyor on staff that will certify curb and gutter and elevations of the Class II Base prior to paving. DCE will provide certification letters to the City.

PROPOSED SCOPE OF WORK

- DCE will assist the City in all phases to get the project from completed engineering plans through construction. This includes review of contractor's initial schedule, preparing the agenda and attending the preconstruction meeting. The meeting will be per Chapter 16.4 of the LAPM. DCE will write the meeting minutes and distribute to the participants. Additional meetings with the Contractor prior to construction may be necessary to ensure a good start to the project. DCE will identify any issues, schedule and attend any such meetings.
- DCE will assist with the City with submittal reviews.
- **DCE will provide certification letters to the City for Subgrade, Class II Base and Curb and Gutter.**
- DCE will coordinate construction activities between the Contractor, City, Imperial Irrigation District, Gas Company, Time Warner Cable, AT&T, GSA, Local Businesses, Local residents and other utilities as necessary. DCE has extensive experience working with local agencies. DCE will coordinate construction with these agencies who will be invited to the pre-construction meeting for any input as to existing or proposed utilities in the area or traffic impacts. DCE will be the point of contact for the project and will convey all pertinent information to the City. DCE will keep daily reports with photographs of construction and provide weekly progress reports to City staff. At the conclusion of the project the project files and photos will be delivered to the City.
- DCE will verify contractor's work is being completed according to plans and specifications (checking grade on subgrade, base, asphalt, and other improvements as necessary).
- The City or Contractor will provide surveying and staking. DCE has a Registered Land Surveyor on staff who will cross-check the grades supplied by the City or the contractor for all improvements to insure compliance with the plans and specifications. Construction will be observed at all times to insure compliance with the plans and specifications, the schedule and the traffic control plan. DCE will assure that the work complies with all Addendums issued on the project.
- DCE will coordinate geotechnical services as required per the City's QAP. The Geotechnical Engineering consulting firm is part of the DCE team assembled for this project and it is Caltrans Certified (documentation of such will be placed in the files). The Geotechnical Consultant will be invited to the preconstruction meeting to facilitate communication in the field. DCE will coordinate the services which include production plant testing, onsite material testing, compaction testing, concrete cylinder testing and assist in processing submittal for mix designs for asphalt and concrete. The asphalt will be tested and verified that it is constructed per the approved mix design and is installed according to the plans and specifications. The base material will be verified that it meets the approved mix design and specifications. The type and number of inspections and tests shall be done in accordance

with the City's Quality Assurance Program (QAP). The geotechnical consultant's familiar with Caltrans testing and will be certified as required by the City's QAP.

- The Resident Engineer (RE) will prepare the "Weekly Statement of Working Days" (Exhibit 16-A) and will keep daily reports on Exhibit 16-C "Resident and Assistant Engineer's Daily Report". Photos will be printed and attached to the reports. In addition, a weekly overview of the project will be completed by the Resident Engineer and placed in the files.
- The RE will review the pay applications from the contractor and compare to the daily reports of the resident engineer. Any discrepancies will be resolved with the Contractor prior to sending the applications to the City for payment. The final pay application will conform to the format in Exhibit 17-D of the LAPM.
- DCE will coordinate notices for impacts due to construction related activities and arrange and attend meetings with local businesses, local residents, nearby schools, public and public safety agencies as deemed necessary. DCE will give notice to the school and all local agencies of the project schedule in the initial phases. As road closures and detours are scheduled the local businesses, school and agencies will be provided with the traffic control plan and proposed times of closures. DCE has members on staff who speak both fluent English and Spanish to communicate with local businesses and local residents as needed.
- DCE will review traffic control plans submitted by Contractor for approval. DCE will help coordinate all road closures if necessary. DCE will follow the procedures in Section 16.15 "Claims" if there are contractor claims. DCE will fill out from 16-U, "Notice of Potential Claim" if there is a possibility of a claim.
- DCE will assist in processing the RFI's. DCE will review change order requests and claims from the Contractor and will make recommendations to the City. Any change orders will be in accordance with the LAPM.
- DCE will coordinate construction progress meetings during construction as necessary. DCE will prepare agendas, schedule and attend construction meetings. It is anticipated that bimonthly construction meetings will be necessary.
- DCE is very familiar with the Local Assistance Procedures Manual. DCE will assist in maintaining the correct files in a three-ring binder. All LAPM and paperwork required will be processed and filed correctly with indexes for ease of use. DCE will insure that the contractor is providing all necessary paperwork on a timely basis.
- DCE and Labor Compliance Consultants of Southern California will verify contractor compliance with the prevailing wage (per LAPM 16.11 "Labor Compliance") and EEO requirements for the project. This includes interviews per Exhibit 16-N (or 16-P for Spanish) of the LAPM (one per week per trade). A subconsultant who specializes in this type of work will be used. DCE will assist the City with DBE compliance documentation.

- DCE will collect from the contractor - Exhibit 16-Z, "DBE Trucking Verification"
- DCE will prepare a detailed project summary. This project summary shall include a brief detailing of the dates of bid release, bid opening, dates of issue of Notice to Proceed to Contractor and Consultant, number of working days, and a brief detailing of the project. Items to be listed include requests for information, all construction progress pay estimates and payments, all material testing costs, final detail estimates and change order summaries, project begin and end dates, and date of recording as a completed project. Photographs that document the status of the project prior to construction, during construction, and after construction shall be included. This project summary is also to be provided in a three (3) ring binder as well as in Portable Document Format (PDF) format on a CD-ROM or DVD disc.
- DCE will assist the City with the As-Built Plans from the Contractor. The Inspector will review the As-Builts (per LAPM chapter 17.4) with the Contractor as construction progresses to ensure that they are correct before submitting to the City.
- DCE will attend meetings for post construction reviews, inspections, and audits of the project files.
- DCE will assist the City with the preparation of the "Report of Expenditures" per the LAPM Chapter 17.5. This is required to be accomplished within six months of project completion. DCE will prepare the Exhibit 17-A "Federal Report of Expenditures Checklist" for the City. The City will prepare the required cover letter. DCE will prepare the Final Inspection Form FIF-6/05 (Exhibit 17-C) as a part of the Report of Expenditures.
- DCE will prepare Exhibit 17-0, Disadvantaged Business Enterprises (DBE) Certification Status Change form at the conclusion of the project.
- DCE will prepare Exhibit 17-G, Materials Certificate, at the conclusion of the project.

SUMMARY OF TEAM QUALIFICATIONS AND EXPERIENCE

Company information



Dynamic Consulting Engineers, Inc. is pleased to present this proposal and summary of qualifications from DCE and our sub-consultants to the City of Calexico Public Works Department.

Dynamic Consulting Engineers, Inc. (DCE) is a local firm based in the Imperial Valley. DCE has a simple, yet efficient company structure, which stresses client satisfaction, quality project management, and efficient technical excellence.

Dynamic Consulting Engineers, Inc. (DCE) is a California Corporation. DCE office is located at: 2415 Imperial Business Park Dr., Suite B, Imperial California 92251. All work is anticipated to be performed at the project site and at the DCE Imperial office. DCE currently has 10 engineers, surveyors, construction managers, inspectors and office administrators on staff.

Dynamic Consulting Engineers, Inc. is certified by the State Department of Transportation as a **Disadvantaged Business Enterprise** (DBE No. 37931).
Federal Tax ID Number 26-1842803

Company Owners

Carlos Beltran, P.E. (50%), Principal Engineer, cbeltran@dceinc.pro (760) 554-0965
David Beltran, P.L.S. (50%), Lead Surveyor, dbeltran@dceinc.pro (760) 554-4521

Dynamic Consulting Engineers, Inc. carries:
\$2,000,000 General Liability Insurance, \$2,000,000 Professional Liability Insurance (E&O)
\$1,000,000 Automobile Insurance, \$1,000,000 Workers Compensation Insurance

DCE complies with all applicable laws regarding affirmative action and equal opportunity employment and does not discriminate against anyone based on age, color, disability, national origin, race, religion, sex, sexual orientation, handicap and status as a veteran or disable veteran.

Dynamic Consulting Engineers, Inc.



FIRM OVERVIEW

Dynamic Consulting Engineers, Inc. (DCE) is a professional corporation that provides multidisciplinary engineering, land surveying and construction management services. DCE professional engineers and professional land surveyors have substantial experience working in large scale capital improvement projects throughout Imperial County. DCE continues to provide exceptional service to the public and private sectors and continues to work well with local public agencies.

EXPERIENCE AND SERVICES

DCE has maintained a great working relationship with local public agencies including The City of Calexico, Imperial County, IID Water and Power and local Utility Companies.

CIVIL ENGINEERING

- Street Improvements
- Grading and Drainage Design
- Hydrology and Hydraulic Studies
- Improvement Plans and Construction Documentation
- Design of Pipelines and Open Channels
- Design of Hydraulic Structures

LAND SURVEYING

- Boundary and Topographic Survey Maps
- Tentative Maps and Parcel Maps
- Tract Maps and Record of Surveys
- Global Positioning Surveying (GPS)
- Right of Way Mapping and Engineering
- ALTA/ACSM Land Title Surveys
- Level Loops and As-built Surveys
- Construction Staking

Value Added to Project Team

- ✓ Project Managers have over 17 years of civil design experience in Imperial County
- ✓ Currently providing On-Call Professional Services for Several Local municipalities
- ✓ Strong understanding of County and City road standards, guidelines, and policies
- ✓ Utility coordination on numerous projects throughout Imperial County
- ✓ Strong understanding of Imperial Irrigation District Canal and Drainage Systems, and Standards and Guidelines
- ✓ Locally based in Imperial County for rapid response

Imperial Valley Project Experience	Current On-Call Contracts
<ul style="list-style-type: none"> • City of Calexico – Town Center Street Improvements Design • City of Calexico – 5th Street Water Line Design • County of Imperial - CAC 9th Street Parking Lot • County Wide Benchmark Elevation Adjustment • IID/Fish and Wildlife – Red Hill Bay Shallow Water Habitat Project 	<ul style="list-style-type: none"> • On-Call Professional Services – City of Calexico • On-Call Professional Services – City of El Centro • On-Call Professional Services – City of Brawley • On-Call Professional Services – County of Imperial • On-Call Professional Services – City of Imperial

Company Information

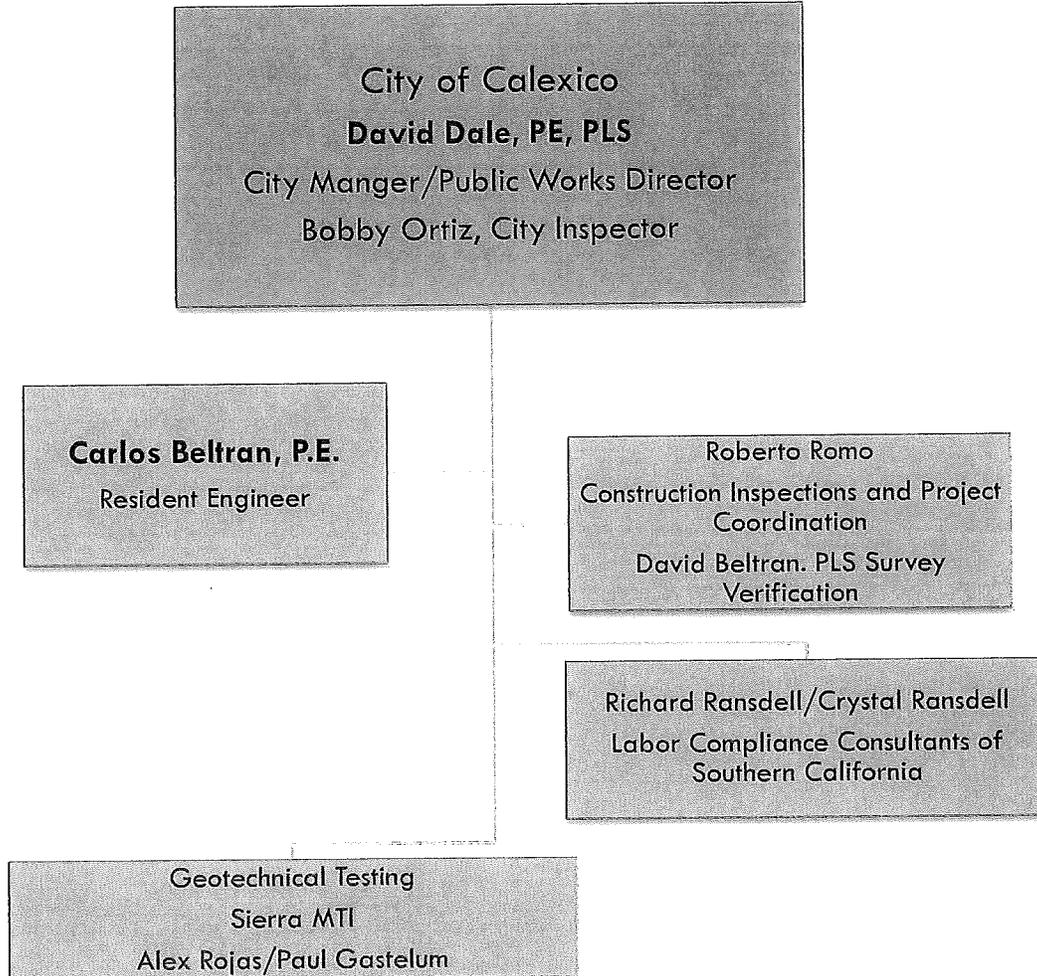
BACKGROUND

Sierra Material Testing & Inspection, Inc. (Sierra MTI) is a privately owned California Corporation. We are a highly qualified, local geotechnical engineering firm that provides geotechnical engineering, materials testing and inspections in the Imperial Valley. Sierra MTI's local office in El Centro is staffed by local engineers and technicians that have provided the requested services for over 15 years to clients, such as, the Imperial Irrigation District, County of Imperial, City of El Centro, City of Calexico, City of Imperial, El Centro Union High School District, El Centro Elementary School District, Calexico Union School District, private consultants, and developers doing work in and around the Imperial Valley. The experience Sierra MTI's staff has in Imperial Valley provides the following advantages:

- Local firm with local employees including registered professional engineers
- Local laboratory certified by Caltrans, ASTM and AASHTO
- Extensive experience with local geologic and seismic conditions
- Extensive experience working with local public agencies since 1999 that has resulted in an excellent working relationship with their staff and a vast knowledge of their infrastructure.
- An established history of prompt responses to our clients requests
- Bilingual staff.

We are equipped with the right personnel who are proactive, solutions oriented with significant and relevant project experience that are able to resolve any potential issues. Our senior staff and inspectors' experience aids tremendously in seeing the big picture, anticipating problems and keeping a project moving to a successful completion. Our team maintains effective communication between your company and contractor to assure the project is design/constructed according to the technical specifications, budget, and schedule. Our certified inspectors are well managed by our staff of Professional Civil and Geotechnical Engineers. The management team will maintain organization of office documentation including logs, field reports, request for information (RFI) and miscellaneous correspondence.





Proposed Project Personnel

DCE proposes that Carlos Beltran, P.E. be the Resident Engineer. David Beltran, PLS, will provide surveying and grade checking support as needed. Roberto Romo (Dynamic Consulting Engineers) will provide full time construction inspections. Sierra MTI will provide Material Testing and Labor Compliance Consultants of Southern CA will provide labor compliance.



Carlos Beltran, PE

Education

B.S. Civil Engineering,
University of California Los
Angeles (UCLA)

Registrations

Professional Engineer, Civil,
CA, No. 69121

Years of Experience

18 years

Construction Management and Resident Engineer

Carlos Beltran is a cofounder of Dynamic Consulting Engineers and has been providing project management and engineering services in both the private and public sectors of the civil engineering industry. His professional and academic experience provides a broad-base, multi-disciplinary background in the field of civil engineering. Carlos is one of the principals at Dynamic Consulting Engineers and is responsible for project management and design of street improvement projects, water and sewer improvement projects, preparation of grading and drainage plans and the preparation of hydrology and hydraulic reports. Mr. Beltran has substantial **experience working in municipal projects throughout Imperial County**. Mr. Beltran is very **knowledgeable of the local agencies and Caltrans standards and specifications as well as the County of Imperial Standards and Specifications**.

Project Experience

City of Imperial Dogwood Road and Aten Road Signalization Project in Imperial, CA. Federally Funded Project CMAQ-5134 (017) Mr. Beltran provided Resident Engineering and Construction Management services for this project. The project included new asphalt concrete, installation of new curb returns, and installation of a new signal light with a construction cost of \$900,000. RE services included preparation of daily reports, weekly reports, progress payments, processed and approved change orders. This project was administered per the Caltrans Local Assistance Procedures Manual (LAPM). **Granite Construction was the Contractor on this project.**

County of Imperial Department of Public Works, LTA Phase II-A AC Overlay Improvements of Various County Roads in Imperial County, CA. Mr. Beltran provided Resident Engineering services for this project. The project included new asphalt concrete overlay over the existing roadway pavements with a value in excess of \$1,900,000. The work included grinding existing asphalt concrete pavement and installing two (2) inches to three (3) inches of conventional asphalt concrete overlay. RE services included preparation of daily reports, weekly reports, progress payments, processed and approved change orders. This project was administered per the Caltrans Local Assistance Procedures Manual (LAPM).

City of Imperial Neckel Road and State Highway 86 Signalization Project in Imperial, CA. Federally Funded Project HSIP-5134 (013). Mr. Beltran is currently providing Resident Engineering and Construction Management services for this project. The project includes new asphalt concrete, installation of new curb returns, extension of left turn lanes, widening of existing roads and installation of a new signal light with a construction cost of \$850,000. RE services include preparation of daily reports, weekly reports, progress payments, processed and approved change orders. This project is being administered per the Caltrans Local Assistance Procedures Manual (LAPM). **Hal Hays Inc Construction is the Contractor on this project.**

City of Holtville, Wastewater Outline Pipeline and Residential Wastewater Pipelines Replacement Project, CA. Mr. Beltran provided Resident Engineering and Construction Management Services for this Project. The project included the installation of a 3.2 mile long 18 inch diameter sanitary sewer pipeline, and involved extensive dewatering since the sewer line was over 12 ft. deep at several locations. This project was funded by NADBank and USDA. RE services included preparation of daily reports, weekly reports, progress payments, processed and approved change orders.

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "DE LAS FLORES STREET IMPROVEMENTS" PROJECT. FEDERAL AID PROJECT NO. CML-5168(030), IN THE CITY OF CALEXICO, CA

City of El Centro, Engineering/Construction Management of Town Center Street Improvements, CA. Mr. Beltran was the Lead Designer for this project that included design plans and specifications for water distribution system, sanitary sewer collection system, storm water collection system, street improvements plans, street rehabilitation plans, traffic signal lights at the intersection of 8th Street and Cruickshank. The striping and signage plans and SWPPP were prepared and inspected by DCE. The specifications were prepared per City of El Centro and Economic Development Administration requirements.

Imperial Irrigation District/Caltrans, Brawley Bypass Phase III Utility Relocation Project, CA. Mr. Beltran provided Construction Management and Inspection Services for the relocation of IID Canals and Drains to accommodate the new Brawley Bypass Highway 111. CM services included preparation of daily reports, weekly reports, progress payments, processed and approved change orders. Inspection Services included the installation of 72 inch diameter triple barrel pipeline, numerous concrete canal linings and several HDPE and RGRCP Pipeline installation.

Imperial Irrigation District - Bureau Of Reclamation, All American Canal New River Siphon Earthquake Repair Project, CA. Mr. Beltran provided construction management and inspections for the All American Canal New River Siphon Repair Project. The All American Canal New River Siphon experienced major damaged during the 2010 Easter Sunday 7.2 Magnitude Earthquake. Project included the rebuilding of the north and south embankments of the All American Canal, Concrete Spillway Stabilization including grout injection and installation of drilled piers to stabilize the spillway. Project also included the relocation of existing drains and overhead power lines. Project was managed by IID, designed by Bureau of Reclamation and Funded by FEMA. Construction Cost: 5.5 Million.



Education David Beltran, PLS

B.S. Civil Engineering, Cal Poly Pomona

Registrations

Professional Land Surveyor, CA, No. LS 8482

Years of Experience

14 years

Survey Verification and As-Builts

David Beltran is a cofounder of Dynamic Consulting Engineers and a registered professional land surveyor with more than twelve years of experience in the industry. Mr. Beltran has broad experience in coordinating survey services for large-scale projects for private developments and local agencies. He is also experienced in the preparation of topographic surveys, subdivision maps, record of surveys, right-of-way mapping and construction staking. Mr. Beltran has **substantial experience working in topographic survey projects in Imperial County.** Mr. Beltran also has **substantial experience preparing record maps locally and is very knowledgeable of the County of Imperial guidelines and requirements.**

Project Experience

County of Imperial, Survey Benchmark Elevation Adjustment Due to Earthquake Movement Project, County of Imperial Project, CA. Mr. Beltran was responsible for the adjustment of the Primary GPS network of the Imperial County's geodetic control system. The network consisted of 167 existing monuments. The existing survey monuments were correlated to the Continuous GPS (CGPS) and the California Real Time Network (CRTN) stations using California Spatial Reference Center (CSRC's) and National Geodetic Survey (NGS) database. The final geodetic coordinates were presented on one datum; NAD83 (2011), epoch of 2010.0.

City of Calipatria, N. International Avenue Improvement Project, CA. Federally Funded Project CMSTPL-5242 (015) Mr. Beltran prepared the preliminary design report, which included and identified design parameters, existing conditions, existing infrastructure, site topography, existing utilities, and hydrology and storm drain conditions. Also, he prepared the design plans and specifications for the storm water collection system, street improvement plans, and street rehabilitation plans.

City of El Centro, El Centro Town Center Street improvement Project, CA. Mr. Beltran prepared the design plans and specification for the storm water collection system, street improvements plans, street rehabilitation plans, traffic signal light at the intersection of 8th street and Cruickshank. He assisted with the coordination and preparation of encroachment permits application with the Imperial Irrigation District to relocate existing overhead power lines. Also, assisted in the preparation of the contract and bid documents.

Imperial Irrigation District / Caltrans, Brawley Bypass Phase III Utility Relocation Project, CA. Mr. Beltran assisted with construction management and inspections. He prepared application and obtained encroachment permits with Imperial County. He also prepared traffic control plans, daily observation reports and schedules. He certified the vertical and horizontal alignments using GPS, Total Station, and Engineer's level.

City of El Centro, El Dorado Phase II Street Improvement Project (8th Street), CA. Mr. Beltran provided construction management and inspection. He assisted with the daily construction observation for 2,300 linear feet of a two lane street improvement in El Centro, CA. The improvements were located in a residential and commercial area. We scheduled and coordinated public meetings, provided notices and informed residents about the project progress, schedule and any interruptions with water service or driveway access.



Education Roberto Romo

B.S. Civil Engineering, Cal Poly Pomona **Project Inspector**

Years of Experience Roberto Romo is a civil designer and a project inspector. He has experience in civil engineering design for street improvement projects and land surveying. Mr. Romo also has extensive experience in project inspections for road construction, road rehabilitation projects and irrigation projects.

Firm
Dynamic

Project Experience

City of Imperial Dogwood Road and Aten Road Signalization Project in Imperial, CA. Federally Funded Project CMAQ-5134 (017) Mr. Romo provided project inspection services for this project. The project included new asphalt concrete, installation of new curb returns, and installation of a new signal light with a construction cost of \$900,000. Inspection services included preparation of daily inspection reports, assist with progress payments, review change orders quantities for approval. This project was administered per the Caltrans Local Assistance Procedures Manual (LAPM). This project included extensive coordination with County of Imperial, City of El Centro, IID, CHP, IVC, Emergency Services and City of Imperial. **Granite Construction was the Contractor on this project.**

Imperial County Public Works- Earthquake Damage repairs on Brockman Road at New River Federal Aid Project. Federally Funded Project No ER 4825 (003). Project's Field Engineer/Full-Time Inspector - This project entailed the reconstruction of both bridge approaches and stabilizing the bridge abutments as a result of a 7.2 magnitude earthquake that hit the Imperial Valley. I was involved in coordination all Agencies throughout the project. Maintained records of construction activities and photographs per County standard filing system. Analyzed and made comments to Contractor's traffic control plan. Observed construction to ensure contractor complied with plans and specifications.

City of Holtville-Wastewater Outline Pipeline and Residential Wastewater Pipelines Replacement Project. Project's Field Engineer/Full-Time Inspector - I was in charge of overseen the construction for water distribution system and upgrade for the sewer collection system improvements. I help coordinate the project w/Funding Agencies (USDA and NADB) and the City of Holtville. Review and process Change Orders and payment requests. Worked in conjunction with Resident Engineer managing the project.

City of El Centro- Waterman Avenue Extension Project. Project's Field Engineer/Full-Time Inspector - This project consisted of extending the existing road and installation of the street lights/traffic signals at the intersection. I was in charge of ensuring that the project was constructed per the plans and was involved in coordinating all Agencies throughout the project. Worked in conjunction with Resident Engineer preparing Change Orders, Quantity Estimates and Submittal reviews. Observed construction to ensure contractor complied with plans and specifications.

Imperial Irrigation District, Brawley Bypass Phase III Utility Relocation Project, CA. As part of the utility relocation agreement between Imperial Irrigation District (IID) and Caltrans, IID relocated and re-aligned several canals and drainage systems to accommodate the Brawley Bypass Highway 111. Mr. Romo's duties included assisting the district with construction management and full time field inspections of earth work, concrete form work, rebar placement, concrete structure construction, canal lining construction, concrete pours, pipe installation, backfill and compaction. He also coordinated the geotechnical testing, locations and frequency.

Alex Rojas, Area Manager

EXPERIENCE SUMMARY

Education

BS, Civil Engineering, Universidad
Autonoma de Baja California

Alex has over 17 years of experience both as general contractor and owner's representative. He has provided construction/project management, resident engineering and field inspection services for land development, water and wastewater projects including pipelines, pump stations, treatment facilities, reservoirs and roadway construction. He has constructed projects in the United States and Mexico.

PROJECT EXPERIENCE

El Centro Water Treatment Facility Improvements Project: Resident Engineer/Senior Field Inspector for the \$25M Water treatment plant expansion project which consists of the installation of two circular clarifier units, two gravity filters, a waste washwater recovery basin, a raw water structure, a structural steel and insulated steel panels operations building with Dry wall partitions, a reinforced concrete/CMU chemical building with a structural steel roof, the division of two 25 MG storage reservoirs and interreservoir connections, a reinforced concreted clearwell, all the pipelines, paving, electrical, flow control facilities and the interface with the existing operations treatment facility. - El Centro, CA

Alder Canal Sewer Mains and Lift Stations: Field inspection for the \$6.8 million Alder sewer mains and lift stations project which consisted of the installation of a new pump station capable of pumping 1,900 gpm of raw sewage, a new major lift station at the existing sewer treatment plant, 17,000 linear feet of 18 through 36-inch diameter PVC gravity sewer main pipeline and 12,500 linear feet of 20-inch diameter sewer force main pipeline. The project will serve a new mall development south of Interstate 8, and will provide sewer service to undeveloped areas in order to attract businesses to the city - El Centro, CA

El Dorado Colonia Street Improvements Phase 2: Resident engineer for pre-bid services and full construction management inspection services for this \$3.5M state block grant funded project. This project entailed designing 150,000 square feet of roadway widening as well as 3000 feet of storm drain. The purpose was to improve the community living conditions by installing new infrastructure and widening the street. It involved the relocation of the Imperial Irrigation District power poles, cable company installations, and some of the resident's fences. There was extensive community coordination required between effected utilities and the public - El Centro, CA

City of El Centro Master Bicycle Plan – Phase I --: Resident Engineer / Field inspector / Labor Compliance officer for a \$1.6 million project which consisted of the installation of an asphalt path on 2 existing parks, modifications on the irrigation systems, modification of 82 existing pedestrian ramps to be in compliance with ADA and Caltrans, signage, pavement markings, kiosk and bike hoops. - El Centro, CA

Ripley Water System Improvements Project: Resident Engineer / Field inspector for the Ripley Water System Improvements Project. The purpose is to improve the Water System including installation of new iron-manganese treatment and reclaim system, 100,000 gallon water steel bolted storage tank, new distribution lines; replacement of electrical generator and jockey pump; and upgrading of water treatment facility equipment and operations building, and pump distribution system-Ripley, CA

Niland Collection System Improvements: Resident Engineer / Field Inspector for the Niland Collection System Improvements. Location: City of Niland, California. Funding Agency: United States Department of Agriculture (USDA). This Project consists of the CIPP rehabilitation of several gravity sewer mains, the rehabilitation of several manholes, grading at the District's wastewater treatment facility and other miscellaneous work-Niland, CA

Westside Sewer Main Improvement Project: Resident Engineer / Field inspection services for the installation of 3000 linear feet of 24-inch PVC sewer pipe. This required the use of 2 jack and bores under Highway 86 and Union Pacific Railroad. The purpose was to connect the Imperial New Middle School to the existing Wastewater Treatment Plant. It included the excavation, removal and disposal of existing earth mounts obstructing the sewer alignment Imperial.

Paul Gastelum, Field Technician

EXPERIENCE SUMMARY

Professional Licenses/ Certificates

Pacific Nuclear Technology Co,
Nuclear Gauge Operator Training
ACI Field Testing Technician-
Grade 1
Caltrans Independent Assurance
Program Tests Methods

Paul has more than 24 years experience as an engineering field technician on public and private projects projects. He performs field density tests, sampling and logging of construction materials, measures and prepares compressive strength cylinders and beams of fresh concrete, and prepares daily field reports. Paul has documented and tested the placement of fill embankments, trench backfill, wall backfill, reinforced concreted, masonry and pavement sections in accordance with the requirements of ASTM and Caltrans testing methods.

PROJECT EXPERIENCE

Highway 111/78 Brawley Bypass Stage II, Imperial County, CA: Provided materials testing services contract during relocation of impacted irrigation and drainage facilities. Materials testing services included compaction testing of storm drains, pipelines, and road crossings, and sampling of fresh concrete for the Imperial Irrigation District.

Norrish Road Improvements, Imperial County, CA: Provided pavement section compaction testing services during the widening of Norrish Road for the County of Imperial Department of Public Works.

Wilkens Road Widening, Imperial County, CA: Providing concrete sampling and measurement, subgrade compaction testing, base sampling and compaction testing, and Hot Mix Asphalt compaction testing for the County of Imperial.

McCabe Road and Highway 111 Intersection, Imperial County, CA: Providing materials sampling and pavement section compaction testing services during construction of new intersection for the County of Imperial.

El Centro Regional Medical Center Outpatient Clinic, El Centro, CA: Provided Concrete and Masonry Special Inspections as well as compaction testing services during the construction of the Clinic and the Site Improvements.

El Centro Water Treatment Plant Expansion Project, El Centro, CA: Provided Reinforced Concrete and Masonry Special Inspections as well as compaction testing services during the construction of a Clearwell, Reservoirs, Operations Building and Filters Structure

Description of Similar Work and Experience

Dynamic Consulting Engineers, Inc. staff has experience with construction management and resident engineering projects for federal and State funded projects. Our construction management team is very knowledgeable of the LAPM and other requirements.

DCE has provided construction management services for the City of Calexico, City of Imperial, City of El Centro and County of Imperial on Federally Funded Projects. Working with City Staff and Caltrans, DCE staff has been fully immersed in the LAPM – we learned all of the preconstruction, construction and project completion policies and procedures necessary to ensure that the funding agencies were satisfied. Through this experience and our experience with similar federally funded projects we feel that we can provide the City the turn key services needed for this project. DCE will keep all files in a three ring binder, labeled and indexed for ease of use.

The following list provides a general description of some of the projects Dynamic Consulting Engineers, Inc. staff has worked on:

CITY OF IMPERIAL DOGWOOD ROAD AND ATEN ROAD SIGNAL LIGHT PROJECT, IMPERIAL, CA, FEDERALLY FUNDED PROJECT NO. CMAQ-5134 (017)

DCE provided construction Management and Inspection services for this Federally Funded project. DCE provided the City with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. This project included the installation of a new signal light at the intersections of Dogwood and Aten Road, new curb returns and a new pavement section. DCE assisted with the coordination of the traffic detours with County, City of Imperial, City of El Centro, IVC and Emergency Services. New signing and striping were also completed. DCE observed the construction activities full-time to ensure contractor complied with plans and specifications and Caltrans requirements. DCE implemented all required Labor Standards, completed all required forms



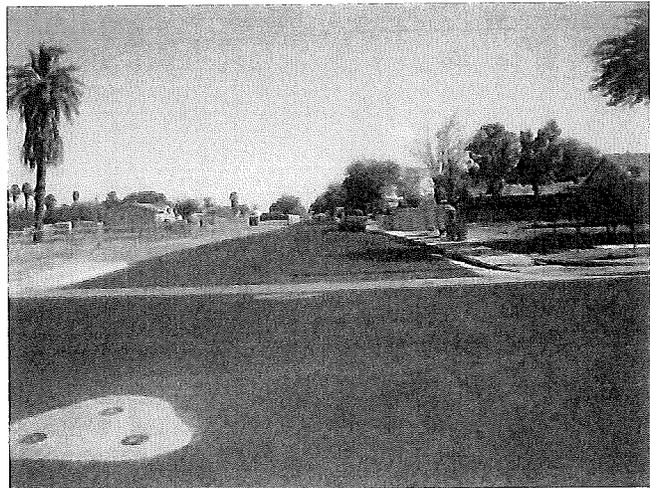
requested by the Resident Engineer, and maintained records/photographs of construction activities and per Caltrans standard filing system.

Project was successful. Construction Cost: \$900,000.00 Granite Construction was the contractor.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – SEELEY ROAD REHABILITATION PROJECT; COUNTY PROJECT NO. 5421.

The entire Roadway System was rehabilitated in the Town of Seeley. DCE provided construction management and inspection services for the County of Imperial as the Resident Engineer. This project included public notification of road rehabilitation improvements, establishment of traffic control, completion of Pothole and Pavement failure area rehabilitation

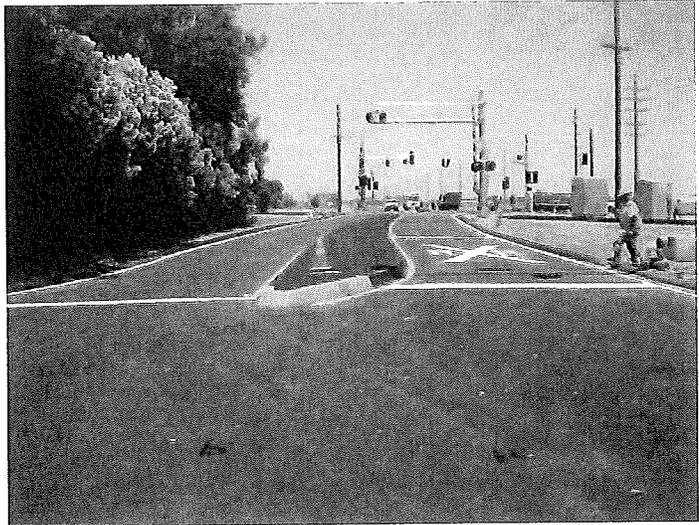
work, grinding, sweeping of the road pavement surface including the removal and disposal of road residue, field location and tie off of utility covers in the road surface areas, placement of tack coat over swept road pavement surface prior to installation of A.C. pavement hot mix leveling course, installation of 1 inch A.C. hot mix pavement and installation of Asphalt Rubber Aggregate Membrane (ARAM) over A.C. hot mix pavement surface, installation of Type 2 slurry sealcoat over ARA,



installation of pavement striping, and raising utility covers to finish pavement grade. Our staff assisted the County to keep the project within the budget by finding cost saving measures that did not interfere with the anticipated longevity of the project. Although the pavement was failing in many areas, total rehabilitation was not necessary because of the ARAM. One recurring issue on this project was that the Contractor was concerned of overrunning the AC tonnages due to the existing uneven surface of the roadway. This was controlled by DCE staff, as the tonnages were monitored daily and the thickness of the AC was checked continuously as it was being laid. This project was a success, both for the County of Imperial and the Town of Seeley.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – INTERSECTION IMPROVEMENTS ON DOGWOOD ROAD FROM EL CENTRO CITY LIMITS TO MCCABE ROAD SOUTH INTERSECTION; FEDERAL AID PROJECT NO. RPSTPL-5958 (038), COUNTY PROJECT NO. 3835

Members of our staff provided construction observation services for this Federal Aid project. Our staff ensured that the signed Traffic Control Plan was implemented correctly. DCE provided the Public Works Department with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. This project included the resurfacing of a portion of project and the reconstruction of the remainder of the roadway. Dogwood Road was widened to four lanes (new road construction) after the abandoned portion of the Dogwood Canal was backfilled according to the geotechnical firm's recommendations. New signal



lights were installed at the intersections of Dogwood and McCabe (north and south). DCE also assisted with the coordination of the Union Pacific Rail Road while the roadway was closed so that they could complete the installation of new tracks. New signing and striping were also completed. DCE observed the construction activities full-time to ensure contractor complied with plans and specifications and Caltrans requirements. While construction was being completed, DCE found an issue with the design of the new pavement where it was to tie-in with the existing AC. DCE offered a viable solution to the Resident Engineer which ultimately was implemented, saving the County time and money. DCE implemented all required Labor Standards, completed all required forms requested by the Resident Engineer, and maintained records/photographs of construction activities and per Caltrans standard filing system.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – KEYSTONE ROAD IMPROVEMENTS FROM SR111 TO AUSTIN ROAD; FEDERAL AID PROJECT NO. HPLU-5958 (047), COUNTY PROJECT NO. 4116, EA-NO.11-956488L

Members of our staff provided construction observation services for this Federal Aid project. Our staff ensured that the Traffic Control Plan that had been stamped and signed by a registered Civil Engineer was implemented properly. DCE provided the Public Works Department with the assurance that this project was constructed in substantial compliance with the and specifications (there were no plans for the project) and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. The project consisted of a 1.5" grind followed by a 3.5" ARHM overlay between Austin Road and Dogwood Road. A 2" ARHM overlay was also completed (no grinding) between Dogwood Road and SR111; this portion of the roadway also had some dig-outs that were fixed as part of a change order. Once the paving was completed, the roadway was striped per the specifications. DCE verified the tonnage of asphalt laid with the tickets that were provided to ensure that everything was in order for the billing purposes. DCE implemented all required Labor Standards, completed all required forms requested by the Resident Engineer, and maintained records/photographs of construction activities and per Caltrans standard filing system. This project was a success for the County of Imperial in the sense that a good product was constructed and the final billing amount was under the amount submitted at bid time.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – EARTHQUAKE DAMAGE REPAIRS – BROCKMAN ROAD AT NEW RIVER; COUNTY PROJECT NO. 5184 FEDERAL FUNDED PROJECT NO. ER 4825 (003)

DCE provided construction observation services for this Federal Aid project. Reviewed and observed contractor's traffic control plan. DCE provided the Public Works Department with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. The project included performing roadway excavation and earthwork, grouting below abutments, providing Class 2 Aggregate Base over multiple layers of subgrade reinforcement fabrics and geogrids, asphalt concrete, paint striping and signage, bridge deck spall repairs, and bridge approach guardrail replacement. DCE monitored construction to ensure contractor complied with plans and specifications and Caltrans requirements. Our staff



also implemented Labor Standards, completed all required forms, maintained records of construction activities and photographs per Caltrans standard filing system.

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT – AC PAVING OF PITZER ROAD FROM MCCABE ROAD TO CORRELL ROAD, RESIDENT ENGINEER AND CONSTRUCTION INSPECTION SERVICES; COUNTY PROJECT NO. 4827 FEDERAL FUNDED PROJECT

Members of our staff performed Resident Engineering and provided construction inspection services for this successful Federal Aid project, including coordination of project with the IID water and power divisions. The Traffic Control Plan for the project was reviewed by the Professional Engineers on staff at DCE and was observed by our inspector to ensure that it was implemented correctly. DCE provided the Public Works Department with the assurance that this project was constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions required due to the specific funding requirements are adhered to. This project included the construction of a new roadway between McCabe Road and Correll Road. Signing and striping were also completed. One issue that occurred on the project site was that a shallow IID pipe was discovered during the roadway excavation. The inspector/field engineer on site assisted the County in a redesign of that portion of the roadway to ensure that there would be enough cover over the pipe, after coordination with the IID water department. Also, there was an area on site that was pumping profusely during the excavation process. The inspector recommended that geogrid be placed down in the overexcavated area to help bridge the material and to cover the grid with Class II Base up to the finished subgrade elevation. This process was utilized, which ultimately resolved the problem. All of the construction was observed to ensure contractor complied with plans and specifications and Caltrans requirements.

IMPERIAL COUNTY PUBLIC WORKS DEPARTMENT – \$1.2M, OVERLAY OF VARIOUS ROADS WITHIN IMPERIAL COUNTY. Resident Engineering responsibilities on this eight mile overlay project. Project included the overlay of various roads in unincorporated areas near El Centro, Winterhaven, the City of Calipatria and the City of Imperial. Overlay material and thickness varied for each specified area. Observed construction to ensure contractor complied with plans and specifications and Caltrans requirements. Implement Labor Standards, complete all required forms, maintained records of construction activities and photographs per County standard filing system. Reviewed and observed contractor's traffic control plan to keep roads open and safe during the overlay.

CITY OF CALEXICO EMERSON AVENUE OVERLAY PROJECT (ARRA AND PROPOSITION D FUNDED) – DESIGN, PLAN AND SPECIFICATION PREPARATION AND CONSTRUCTION MANAGEMENT

Members of our staff designed project, prepared the contract documents and specifications, and are providing resident engineer services for this project between 3rd Street and Highway 98 in Calexico, California. DCE prepared the plans and wrote the specification and contract documents for this ARRA and Measure D funded project. ARRA funds for the project are \$895,000. The project includes replacement of sections of AC pavement, overlay and ARAM, curb and gutter, curb returns and sidewalk replacement. DCE is providing Resident Engineer (David Dale, PE) and labor compliance services (labor compliance through a subcontractor). The project was audited by Caltrans first, then FHWA. Both audits resulted in no comments from the inspectors and auditors. All the required paperwork and files were in order for the City.

IMPERIAL COUNTY PUBLIC WORKS DEPARTMENT (FEDERALLY FUNDED AND ADMINISTERED BY CALTRANS) – CONSTRUCTION MANAGEMENT OF FORRESTER ROAD AND EVAN HEWES HIGHWAY SIGNALIZATION PROJECT. FEDERAL FUNDED PROJECT

Members of our staff performed Resident Engineering responsibilities, including coordination of project with the IID water and power divisions. This project included the installation of a new traffic signal at the intersection of Forrester Road and Evan Hewes Highway, as well as overlaying the existing AC pavement. The Resident Engineer was able to foresee a few issues and implement solutions before they became a large problem. One of these issues was the existing utilities that were located in the intersection; prompt coordination with the IID ensured that this issue was addressed as soon as possible. Also, the intersection was redesigned in the field by the Resident Engineer to rid it of a low point that would have caused vehicles to bottom out while driving through. Finally, the stop bars were moved back as a result of the recommendation made by DCE to allow for better turning movements for large wheel-based vehicles. Observe construction to ensure contractor complied with plans and specifications and Caltrans requirements. Implement Labor Standards, complete all required forms, maintained records of construction activities and photographs per Caltrans standard filing system. Reviewed and observed contractor's traffic control plan to keep this busy intersection of Evan Hewes and Forrester open and safe for local traffic during the intersection overlay. DCE implemented all required Labor Standards, completed all required forms, and maintained records/photographs of construction activities and per Caltrans standard filing system.

LIST OF CLIENT REFERENCES

<p>CITY OF EL CENTRO</p> <p>Abraham Campos, PE City Engineer 1275 West Main Street El Centro, CA 92243 Tel. (760) 337-5182, Email: ACampos@ci.el-centro.ca.us</p>	<p>CITY OF IMPERIAL</p> <p>Jesus Villegas Engineering Department 420 South Imperial Avenue Imperial, CA 92251 Tel. (760) 355-3840, jVillegas@cityofimperial.org</p>
<p>COUNTY OF IMPERIAL PUBLIC WORKS</p> <p>Veronica Atondo. P.E. Deputy Director of Public Works 155 S 11th Street El Centro, CA 92243 (760) 442-265-1818, Email: VeronicaAtondo@co.imperial.cas.us</p>	

APPROACH TO MANAGING AND COMPLETING THE PROJECT:

APPROACH TO PROJECT AND PHILOSOPHY

DCE's philosophy for providing management of the construction activities are as follows:

Making a project a success by:

- *Communicating effectively* with the Client, Contractor, affected residents and utility companies, and working in a partnership with the Contractor. Constant and open communication with the affected public goes a long way to contributing to the success of the project. Community relationships are important and we work hard to ensure that we communicate and address any concerns in the community for all projects.
- *Providing full time inspection* that insures that the project is built according to the plans and specifications. In some cases flexibility is important. Many times the Contractor has very good ideas on how to solve problems in the field. We believe in listening to all sides and recommending the best alternative, even if it is not our own.
- *Providing a QA/QC effort* focused on:
 - Safety Management
 - Risk Management
 - Contract Administration
 - Change Order Management
 - RFI Management

PROPOSAL FOR CONSTRUCTION MANAGEMENT, GEOTECHNICAL AND INSPECTION SERVICES FOR THE "DE LAS FLORES STREET IMPROVEMENTS" PROJECT. FEDERAL AID PROJECT NO. CML-5168(030), IN THE CITY OF CALEXICO, CA

- Submittal Management
- Document Management
- Progress Meetings
- Photo Management
- Dispute/Claims Management
- Scheduling Milestones and Management
- Reporting (Daily, Monthly, Accident, Special)
- Schedule of Values/Pay Applications
- QA/Inspection
- Community Relations

Prevent delays by:

- *Review and analyze the Contractor's schedule* before construction. If there are any potential for not meeting milestones, we will review those items with the Contractor and assist with a solution.
- *Responding to issues that arise quickly.* It is imperative that issues be solved quickly before they turn into potential claims. We will work with the Contractor to find solutions that all parties agree to.
- *Responding to RFIs and Submittals quickly.* We believe that responses to RFIs and Submittals should be done immediately. Sometimes the Contractor will need to stop work until a response is received. If possible we address questions in the field, and base our answers on the plans and specifications. If there is not an answer in the plans and specs we use our engineering experience to recommend a solution that the County approves.

Prevent Claims by:

- *Providing staff with significant and relevant project experience.* The staff will become intimately familiar with the plans and specifications and must be proactive to be able to resolve issues at the lowest levels before any issues arise. This is very important for claims management. We will provide all of the skills needed to cover the specialized required areas such as earthwork and special inspections (dewatering, bore and jack).
- *Documenting, documenting, documenting* - Ensuring that the project documentation is kept organized and available for the City to review. Keeping excellent field notes and daily reports, including a plethora of project photos.
- *Listening to the Contractor's concerns and sincerely working together for a mutually acceptable solution.* We are sensitive to the need to have a seamless team that integrates the City's staff and the design engineer. We believe that we can give the City well-rounded input based on our experience for construction contract decision making.
- *Keeping it professional* - treating each stakeholder in a professional and consistent manner. Once the contractors know our expectations, see that the documents are being interpreted in a consistent manner, and that all stakeholders are being treated in a fair and equitable manner, they will respond in a like manner. This will create fewer problems in administering the project. The contract documents set the standards of construction and the interpretation of these documents in a reasonable manner will make for a harmonious construction management atmosphere.

CONSTRUCTION MANAGEMENT METHODOLOGY AND TECHNIQUES

Document Control

DCE will scan all of the project documents into the project file. At the end of the project DCE will provide the City with a DVD with all of the project files.

Scheduling To measure contractor performance during construction, DCE will review, comment on and monitor the contractor's schedule. We will also monitor performance to assure that the contractor's assessment of monthly progress is according to the schedule.

Communications

Clear and constant communication is the key to the successful project completion. DCE will be the point of contact for the project. All communication and direction to the Contractor will be in writing and the City will be copied.

Communication with the City will occur on a daily basis. DCE will advise the City on any potential issues that may arise. Progress meeting minutes will document all construction and project activities, including change orders, delays and potential claims. A weekly report is also provided to the City summarizing the construction activities, status of submittals, RFI's, baseline vs. actual schedule and detailed current contract status.

While communication with the Contractor will occur on a daily basis due to the close interaction, it is imperative that written communication be used with regard to any directions. As the designer is typically not on site, the primary communication with them will be through RFI's and requests for plan clarifications.

Change Order/Claims Management

DCE has established the following approach to change order and claims management:

- Perform a thorough evaluation of all requested changes for appropriateness, schedule impact and cost. Separate cost estimates are prepared and compared to the contractor's proposal.
- Maintain a fair and objective approach to negotiations.
- Resolve issues as soon as possible, before they become claims.
- Establish written procedures for submitting, evaluating and tracking potential changes.
- Assure that appropriate changes are authorized in a timely manner.

Project Closeout

A timely project closeout is essential for any project. DCE will close out the project per the project requirements. We will also facilitate this by providing punch list items throughout the project to allow the contractor ample time to remedy any issues as well as maintain accurate and up to date as-built drawings.

DCE – DBE CERTIFICATION

<p>CALIFORNIA UNIFIED CERTIFICATION PROGRAM DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE</p> <p>DYNAMIC CONSULTING ENGINEERS, INC</p> <p>Owner: CARLOS BELTRAN Business Structure: CORPORATION 755 DISHERT GARDENS DRIVE EL CENTRO, CA 92243</p>	
<p>This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:</p>	
<p>NAICS Code(s) * Indicates primary NAICS code</p> <p>* 541330 Engineering Services 541340 Drafting Services 541370 Surveying and Mapping (except Geophysical) Services</p>	<p>541611 Administrative Management and General Management Consulting Ser 541618 Other Management Consulting Services</p>
<p>Work Category Code(s)</p> <p>C8700 CONSULTANT C8760 SURVEYOR</p>	<p>C87H ENGINEERING C9826 LAND SURVEYING</p>
<p>Licenses</p> <p>PC Civil Engineer IS Land Surveyor</p>	
<p>CERTIFYING AGENCY:</p> <p>DEPARTMENT OF TRANSPORTATION 1823 14TH STREET, MS 79 SACRAMENTO, CA 95811 0000 (916) 224-1700</p>	<p>UCR Form Number: 37931</p> <p><i>Carlos Beltran</i> CARLOS BELTRAN October 1, 2009</p>
<p><small>* If a DBE's office and address is provided and maintained, a bond posting shall not be required for DBEs in California on Federal-aid contracts. For contract modification in the second and subsequent years of U.S. DOT funded contracts based on the requirements of 49 CFR Parts 21 and 26.</small></p>	

LAPM FORMS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Calexico 2. Contract DBE Goal: 8%
 3. Project Description: De Las Flores Street Improvements CM and Inspections - CML 5168 (030)
 4. Project Location: Calexico CA
 5. Consultant's Name: Dynamic Consulting Engineers, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Inspections and Project Management	37,931	Carlos Beltran, P.E. (760) 545-0162 email: cbeltran@dceinc.pro	67.8%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	67.8 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____ 20. Local Agency Representative's Signature	_____ 21. Date	 _____ 12. Preparer's Signature	_____ 13. Date 12/6/2018
_____ 22. Local Agency Representative's Name	_____ 23. Phone	Carlos Beltran, P.E. _____ 14. Preparer's Name	(760)545-0162 _____ 15. Phone
_____ 24. Local Agency Representative's Title		President _____ 16. Preparer's Title	

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input 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	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
Congressional District, if known	Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CML CFDA Number, if applicable _____	
8. Federal Action Number, if known: CML 5168(030)	9. Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI)	11. Individuals Performing Services including address if different from No. 10a (If individual, last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: Construction Management and Inspections		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/> (attach Continuation Sheet(s) if necessary)		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: 		
Print Name: Carlos Beltran, P.E.		
Title: President		
Telephone No.: (760) 545-0162 Date: 12/6/2018		
Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**SAFE HARBOR RATE
CONSULTANT CERTIFICATION OF ELIGIBILITY;
CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM
FOR FEDERAL-AID HIGHWAY PROJECTS**

Consultant Name: Dynamic Consulting Engineers, Inc.

Check one of the following options as it applies to your firm that is completing this certification:

- Prime Consultant
- Subconsultant

Local Agency (if applicable): City of Calexico

Contract # (if applicable): _____

Check one of the following contract methods of payment:

- Specific Rate of Compensation
- Actual Cost-Plus-Fixed Fee
- Lump Sum
- Cost Per Unit of Work

Federal Project #: CML-5168(030)

Subconsultant's Participating Contract Dollar Amount: \$ 28,950.00

Subconsultant's Estimated % of Work to be Performed (Specific Rate of Compensation): 32.2 %

Prime Consultant's Contract Dollar Amount: \$ 60,996.30

Safe Harbor Rate (Indirect Cost Rate): **110%**

Certification of Eligibility:

I, the undersigned, certify that the firm is eligible to use the safe harbor indirect cost rate as the firm:

1. Does not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31-Contract Cost Principles and Procedures (48 CFR Part 31 often referred to as "Federal cost principles") compliant indirect cost rate (ICR).

OR

2. Does not have a previously accepted ICR by a cognizant agency, or with an audited/accepted ICR, and does not have an existing contract with a provisional rate.
3. Has not developed an indirect cost rate in compliance with the Federal cost principles.

Certification of Contract Costs:

I, the undersigned, certify that I have reviewed the cost proposal for the above contract and to the best of my knowledge and belief:

1. All costs included in the cost proposal are allowable in accordance with the Safe Harbor Rate requirements and Federal cost principles.
2. The cost proposal does not include any costs which are expressly unallowable with the Safe Harbor Rate requirements and the Federal cost principles.

- 3. All direct costs (direct labor/billing rates and other direct costs) included in this cost proposal are reasonable, allowable, and allocable to the contract in accordance with the Safe Harbor Rate requirements; generally accepted accounting principles (GAAP); Federal cost principles; Title 23 United States Code (U.S.C.) Chapter 1-Federal-Aid Highways Section 112-Letting of Contracts (23 U.S.C. 112); Title 23 CFR Chapter 1-Federal Highway Administration, Department of Transportation Part 172- Procurement, Management, and Administration of Engineering and Design Related Service (23 CFR Part 172); and terms and conditions of the contract.

All costs must be applied consistently and fairly to all contracts regardless of contract or client type. Documentation for these costs must be in compliance with applicable federal and state requirements. All documentation of compliance must be retained in the project files for 3 years after contracting agency makes final payment and all pending matters are closed.

Certification of Financial Management System:

I, the undersigned, certify that our financial management system **in place for this contract and moving forward** meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in 23 CFR Part 172 and 48 CFR Part 31. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

Certification of Cost Reimbursements on Contracts:

I, the undersigned, also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to a Federal-aid highway program (FAHP) may result in possible penalties and sanctions as provided by the following:

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

Consultant Certifying:

Name*: Carlos Beltran, P.E. Title*: President
 Signature *:  Date of Certification (mm/dd/yyyy): 12/6/2018
 Email*: cbeltran@dceinc.pro Phone Number *: 760 545 0162

*An executive or financial officer of the contractor's organization who has authority to represent the financial information utilized to establish the proposal submitted in conjunction with the contract.

ALSO REQUIRED

Attach a copy of your completed:

- Distribution: 1) Original to Caltrans A&I
 2) Caltrans Division of Procurement and Contracts (DPAC) Contract Files or Local Agency Project Files

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

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

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

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

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Carlos Beltran, P.E. Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 12/5/2018

Email: cbeltran@dceinc.pro Phone Number: (760) 545-0162

Address: 2415 Imperial Business Park Dr. Suite B, Imperial CA 92251

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

List services the consultant is providing under the proposed contract:

Construction Management, Resident Engineering and Field Inspectins.

EXHIBIT B
SCHEDULE OF CHARGES

ANTICIPATED LEVEL OF EFFORT AND COST PROPOSAL

DYNAMIC CONSULTING ENGINEERS, INC. **December 5, 2018**

This cost proposal is valid for ninety days from the above date

Federally Funded Project No.

CML 5168(030)

**PROPOSAL FOR RESIDENT ENGINEER AND CONSTRUCTION INSPECTION SERVICES FOR
DE LAS FLORES STREET IMPROVEMENTS PROJECT**

Task	Task Description	Staff	Position	Hours	Rate	Subtotal
1	CONSTRUCTION MANGEMENT SERVICES					
1.1	Preconstruction	Carlos Beltran,PE	Resident Engineer	6	\$ 95.29	\$ 571.74
	Conference/Preconstructio	Roberto Romo	Project Engineer	4	\$ 76.25	\$ 305.00
1.2	Progress Meetings	Carlos Beltran,PE	Resident Engineer	12	\$ 95.29	\$ 1,143.48
		Roberto Romo	Project Engineer	12	\$ 76.25	\$ 915.00
1.3	Weekly Progress Reports	Carlos Beltran,PE	Resident Engineer	12	\$ 95.29	\$ 1,143.48
1.4	Schedule/RFI/Submittal Review	Carlos Beltran,PE	Resident Engineer	12	\$ 95.29	\$ 1,143.48
					\$ -	\$ -
1.5	Schedule of Values/Progress Payments	Carlos Beltran,PE	Resident Engineer	8	\$ 95.29	\$ 762.32
		Roberto Romo	Project Engineer	8	\$ 76.25	\$ 610.00
1.6	Change Orders	Carlos Beltran,PE	Resident Engineer	8	\$ 95.29	\$ 762.32
		Roberto Romo	Project Administration	8	\$ 76.25	\$ 610.00
1.7	Project Closeout	Carlos Beltran,PE	Resident Engineer	32	\$ 95.29	\$ 3,049.28
		Roberto Romo	Project Administration	24	\$ 76.25	\$ 1,830.00
2	INSPECTION SERVICES					
2.1	Field Inspections	Carlos Beltran,PE	Resident Engineer	16	\$ 164.70	\$ 2,635.20
		Roberto Romo	Project Inspections (Prevailing Wage Rate)	250	\$ 164.70	\$ 41,175.00
		David Beltran,PLS	Survey Verification	12	\$ 164.70	\$ 1,976.40
2.2	Geotechnical & Material Testing Coordination	Roberto Romo	Project Coordination	8	\$ 76.25	\$ 610.00
2.3	Final Inspection	Carlos Beltran,PE	Resident Engineer	4	\$ 164.70	\$ 658.80
		Roberto Romo	Project Inspections	4	\$ 164.70	\$ 658.80
3	GEOTECHNICAL/MATERIAL TESTING					
3.1	Geotechnical and Material Testing	Alex Rojas	Project Manager	40	\$ 120.00	\$ 4,800.00
		Paul Gastelum	Field Technician	160	\$ 90.00	\$ 14,400.00
4	LABOR COMPLIANCE SERVICES					
4.1	Monitor and Document Labor Compliance	Cristal Ransdell	Senior Labor Compliance	70	\$ 90.00	\$ 6,300.00
5	OVERHEAD DIRECT COST					
4.1	Vehicle Mileage = 20 Miles Per RT	Vehicle	Vehicle Mileage	800	\$ 0.545	\$ 436.00
4.2	Lab Testing - Sierra MTI	Lad Testing	Sierra MTI Lab Testing	1	\$ 3,450.00	\$ 3,450.00
			TOTAL HOURS	710		\$ 89,946.30

EXHIBIT 10-H COST PROOPOSAL (Page 1 of 2)

ACTUAL COST-PLUS-FIXED OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: Dynamic Consulting Engineers, Inc.

Contract No. _____

Date: _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
CM and Resident Engineer	Carlos Beltran, P.E.	90	\$41.25	\$3,712.50
Project Coordinator	Roberto Romo	64	\$33.00	\$2,112.00
Field Inspector (PW Rate)	Carlos Beltran, P.E.	20	\$71.30	\$1,426.00
Field Inspector (PW Rate)	Roberto Romo	254	\$71.30	\$18,110.20
Field Surveyor (PW Rate)	David Beltran, PLS	12	\$71.30	\$855.60

LABOR COSTS

a) Subtotal Direct labor Costs	<u>\$26,216.30</u>
b) Anticipated Salary Increases	<u>\$0.00</u>
c) TOTAL DIRECT LABOR COSTS (a) + (b):	<u>\$26,216.30</u>

FRINGE BENEFITS

d) Fringe Benefits Rate:	<u>0.00%</u>	e) Total Fringe Benefits
		(c) x (d): <u>\$0.00</u>

INDIRECT COSTS

f) Overhead Safe Harbor Rate:	<u>110.00%</u>	g) Overhead (c) x (f): <u>\$28,837.93</u>
h) General Admin. Rate:	<u>0.00%</u>	i) Gen and Admin. (c) x (f): <u>\$0.00</u>
		j) Total Indirect Costs (e + g + i): <u>\$28,837.93</u>

FEE (Profit)

q) Rate:	<u>10.00%</u>	k) TOTAL FIXED PROFIT (c + j) x q: <u>\$5,505.42</u>
----------	---------------	---

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
1) Travel/Mileage	800	\$0.545	\$436.00
			p) Total Other Direct Costs (1+2): <u>\$436.00</u>

TOTAL COST (c + j + k + p): \$60,995.65

EXHIBIT C

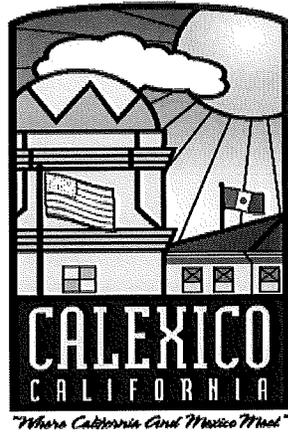
CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

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 _____, 2019, at _____,
California.

Consultant

CITY OF CALEXICO



Request for Proposals
Construction Management, Geotechnical
and Inspection Services for
De Las Flores Street
Federal Project No.: CML-5168(030)

Public Works Department
608 Heber Avenue
Calexico, CA 92231
760/768-2160
www.calexico.ca.gov

November 7, 2018

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
I	Introduction and Background	3
II	Scope of Work	3
III	Audits and Investigations	5
IV	Submittal Requirements	5
V	Selection Process	8
VI	Tentative Schedule	9
VII	Inquiries	9
VIII	Submittal Deadline	9

EXHIBITS

A – Sample Proposal Evaluation Form

B – Sample Consultant Agreement and Insurance Requirements

For all Federally Funded Projects the following additional items shall also be considered part of the contract:

Caltrans Local Assistance Procedures Manual (LAPM) forms can be found in digital format at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

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

- Exhibit 9-B: Local Agency DBE Annual Submittal Form
- Exhibit 10-I: Notice to Proposers Disadvantages Business Enterprise Information
- Exhibit 15-H: DBE Information – Good Faith Efforts
- Exhibit 10-O1: Consultant Proposal DBE Commitment
- Exhibit 10-H: Sample Cost Proposal Example 1 (10H must be submitted in separate sealed envelope)
- Exhibit 10-Q: Disclosure of Lobbying Activities

D – Required Certification by Consultant and City after Contract Execution

- Exhibit 10-O2: Local Agency Proposer DBE Information (Consultant Contract)
- Exhibit 17-F: Final Report – Utilization of DBEs
- Exhibit 17-O: DBE Certification Status Change

E – Required Certification for Agreements with a Value Greater than \$150,000.00 (Before Contract Execution)

- Exhibit 10-K: Consultant Certification of Contract Cost and Financial Management System
- Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist

I. INTRODUCTION AND BACKGROUND

The City of Calexico is requesting proposals from qualified and experienced construction management, geotechnical and field inspection professionals to provide Construction Management, Geotechnical and Inspection Services for De Las Flores Street Improvement Project Federal Project No. CML-5168(030). The services are anticipated to be full time for the duration of the construction work, which will be completed by private contract secured through the public bidding process.

The purpose of the Request for Proposals (RFP) is to provide the City of Calexico with the assurance that this City administered project is constructed in substantial compliance with the plans and specifications and that all local, state, and federal provisions (where applicable) which may be required due to the specific funding requirements are adhered to. An important objective is to maintain a level of high quality Construction Management, Geotechnical and Inspection Services through appropriate documentation and workflow methodology in the most cost-effective manner possible.

Qualified entities are invited to submit written proposals for consideration in accordance with this request. These services will be conducted under a contract with the City of Calexico, hereinafter referred to as "City" and the consultant entity, hereinafter referred to as "Consultant". The contract will be regulated according to the provisions of all federal, state and local laws and ordinances that are applicable. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

This City of Calexico has a Disadvantage Business Enterprise (DBE) goal of eight percent (8%).

Services that are partially funded with Federal funds are subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation Financial Assistance program." Caltrans DBE program information can be found here: http://www.dot.ca.gov/hq/LocalPrograms/DBE_CRLC.html.

The City of Calexico is proposes to improve De Las Flores Street between Kloke Avenue and Eady Avenue. The proposed work shall include grinding of existing asphalt concrete pavement, paving and surfacing, 8" sewer line, 6" waterline, fire hydrants, remove and replace concrete curb and gutter, traffic striping, loop detectors, utility adjustments and traffic control.

II. SCOPE OF WORK

Provide Construction Management, Geotechnical and Inspection Services during construction. This will require providing one qualified individual to observe the construction phase to determine, in general, whether there is compliance with the bidding documents. This includes:

- Attend pre-construction meeting with the City.

- Verify contractor's work is being completed according to plans and specifications. (Work shall include inspecting all aspects of the grading, paving, concrete, street lighting and all other portions of construction shown on the plans/specifications).
- Review and recommendation regarding submittals, shop drawings and product substitutions.
- Review and make recommendations regarding construction change orders, contractors' claims and payments.
- Observe and report on construction operations and keep track of progress.
- Keeping Contract files in different categories (payments, change orders, RFI's, general correspondence, labor compliance, etc.). These files will be used by the granting agency to audit the work.
- Provide geotechnical engineering services and survey services necessary or the required scope of work.
- Confirm all geotechnical inspections are being completed according to the City approved Quality Assurance Program (QAP), and contract specifications and guidelines.
- Prepare daily reports and weekly reports per Exhibit 16-C of the LAPM. These reports shall be submitted to the City for review at the end of each work week.
- Labor compliance. Making sure the contractor and subcontractors pay correct wages as determined by Davis Bacon or by the State Department of Industrial Relations, as well as performing the employee interviews.
- Perform employee interviews per CEM-2504. One per week per trade. Once completed, the interviews will be given to the Resident Engineer (City) for review.
- Keep City staff fully advised as to the progress of the work on a weekly basis.
- Coordinate inspections with geotech, which includes: production plant testing, onsite material testing, compaction testing, concrete cylinder testing and assist in processing submittals for mix designs for asphalt and concrete. Verifying that asphalt is in accordance to approved mix designs and is installed according to plans and specifications. Verifying imported base material meets contract plan and specifications. Verifying that the pulverized asphalt meets the contract plans and specifications.
- Perform employee interviews per CEM-2504. One per week per trade. Once completed, the interviews will be given to the Resident Engineer (City) for review.

- Verify that all erosion control is set up and maintained throughout the duration of the project.
- Coordinate final inspection and preparation of punch list and close-out of Project.

III. AUDITS AND INVESTIGATIONS

All proposed Architectural and Engineering contracts and supporting documents are subject to audit or review by Caltrans, Audits and Investigations (A&I), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; they will be selected in a risk-based approach. Whether a proposed contract or consultant is selected for audit review through A&I's risk-based approach is dictated by the dollar thresholds of the proposed contract, and other risk factors.

Dollar thresholds for audits or reviews are stratified as follows:

- Less than \$150K – no audit or review is required, but is optional;
- Between \$150K and \$1M;
- Between \$1M and \$3.5M;
- \$3.5M and above

<i>Proposed Contract Amount</i>	<i>Documents Required</i>	<i>Conformance Letter Required?</i>	<i>Audit/Review Performed?</i>	<i>If Audited or Reviewed will Cognizant Letter of Approval be Issued?</i>
Small Purchase Procedure Less than \$150K	None	No	Audit/review optional	N/A
Case 1. Between \$150K and \$1M	Certification by Consultants and Subconsultants (Exhibit 10-K)	No	May be selected for Audit or Review.	<i>If</i> Indirect Cost Rate (ICR) Audit is performed.
Case 2. Between \$1M and \$3.5M	Proposed contract, certifications, Internal Control Questionnaire, etc. (see Exhibit 10-A.)	Yes	May be selected for ICR Audit.	Yes
Case 3. \$3.5M or greater	Proposed contract, certifications, Internal Control Questionnaire, etc. AND CPA Audited	Yes	May be selected for Review of CPA's work papers of audited ICR	Yes

IV. SUBMITTAL REQUIREMENTS

Proposal should be typed, organized and concise, yet comprehensive.

General Requirements

1. Provide a cover letter.
2. State the interpretation of the work to be performed. State a positive commitment to perform the work in the required manner and time frame; include a basic summary; and demonstrate an understanding of the project. Provide a statement that the offer is valid for at least a ninety (90) day period.
3. Provide the name(s) of the primary and/or alternate individuals authorized to respond to this RFP. Include titles, addresses, e-mail, and phone numbers.
4. The Consultant is representing itself as a qualified professional in Construction Management, Geotechnical and Inspection Services. Therefore, it is acceptable to submit recommendations and comments for consideration on format, process, schedule, and additional content of projects. The City will consider comments and recommendations; however is not required to select any of the recommendations or comments.
5. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
6. If any subcontractors are utilized, the lead Consultant must submit a description of the firm, the portion of work to be done, and cost of each subcontractor. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of the prime contract.
7. Provide information about the Consultant's use of Disadvantaged Business Enterprises (DBEs). Consultant must give consideration to DBE firms as specified in 23 CFR 177.5(b), 49 CFR Part 26, and in Exhibit 10-1, Notice to Bidders/Proposer Disadvantaged Business Enterprise information, elsewhere in this RFP. The provisions of 49 CFR, Part 26 require that a local agency receiving federal-aid funds comply with the Disadvantaged Business Enterprise (DBE) program, and that DBE firms have the opportunity to participate in the projects (see Chapter 9, "Civil Rights and Disadvantaged Business Enterprises", of the LAPM including any updates). Such steps include the considering of DBE firms by the proposing consultants. When feasible, organize the project schedule and task requirements to encourage participation in the contract by DBE firms. Local agencies should be fully aware of all of the subcontracting opportunities in their consultant contracts.

The consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of the contract and will be able to demonstrate a good faith effort (good faith effort documentation must be included with proposal).

Table of Contents

Include a table of contents with identification of each section and page number.

Summary of Qualifications and Experience

1. State whether the firm is local, regional, national or international.
2. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.)
3. Give the location of the office from which work is anticipated to be done and the number of employees of the company.
4. Identify the qualifications and resumes of all individuals who will be associated with this service. Include professional registrations and affiliations.
5. Summarize specific experiences and qualification for similar and related projects, both federally funded and locally funded. Describe the services previously performed such as studies, reports, etc. List at least three (3) references with telephone numbers and email contact addresses (if available).

Analysis of Effort/Methodology

1. Describe the approach for how the work will be performed. The proposal shall indicate any specific techniques or methodology to be utilized.
2. The proposal shall include a sample project timeline with specific tasks envisioned for this project, including staffing.
3. Indicate what participation, data and products will be requested from the City.
4. Indicate deliverables to be provided and when.

Cost and Fees

Cost Proposals (Caltrans LAPM Exhibit 10H Example 1) must be submitted with the proposal in a separate sealed and clearly marked envelope (include project title and submitting firm). Cost proposals shall take into account the following:

1. Develop costs and fees for the services requested. Submit a not to exceed fee proposal based on anticipated fully burdened hourly rates.

2. When preparing cost and fees consider the scope of work involving project kick off and review of available documentation, material submittals, project documentation and prepare a lump sum fixed fee breakdown based on anticipated staff and hours. Costs should be organized for full time hourly rates. Such hourly rates should be fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including but not limited to office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs. As much as possible, a fixed fee lump sum breakdown by phase of the construction based on billable hours is desirable for preconstruction and post construction.
3. Breakdown shall include preconstruction services and construction services (Request for information/clarification). No subcontractors shall be utilized without prior authorization by the City and modification to submitted DBE subcontractor's list or goal is discouraged and may lead to project funding issues.
4. LAPM Exhibit 10-H Example 1 must be submitted as the cost proposal. Executable copies of Exhibit 10-H and all other updated LAPM forms can be found here: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>.
5. An individual Exhibit 10-H Example 1 is required for each sub-consultant. The combination of all 10-H forms submitted (prime and sub consultants) must equal the cost proposal for this project.
6. The Project has a base bid and a base bid plus alternate bid. Consultants are required to submit two 10-H forms to cover both scenarios.

Insurance Requirements

Prior to execution of the agreement with the City, the successful firm must provide evidence of insurance coverages as noted in the sample contract and insurance requirements exhibit. The successful firm will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent modification terms of the contract.

Insurance requirements noted in sample contract. Insurance requirements may be adjusted once the final cost and fees proposal is reviewed.

Caltrans Federal Forms Requirement

Caltrans forms and exhibits listed in the table of contents section are required for this project. Failure to submit the required forms at the required intervals will render a bid non-responsive. Failure to submit the required forms at any of the intervals may result in loss of federal funding on the project and may leave the successful firm in an actionable position.

V. SELECTION PROCESS

The City of Calexico will utilize a one-step selection process. The City reserves the right to include an oral interview process component. If an oral interview is considered, selected firms will be notified.

Proposals will be reviewed by an evaluation committee. The evaluation committee’s assessment and recommendations shall be forwarded to the City Managers for review. The City Manager shall provide a report of the committee’s evaluation and recommendations, along with his recommendation, for the selection of a firm to the City Council for final review and approval to enter into negotiations for an agreement.

Additionally, the City reserves the right to reject any and all proposals submitted and/or request additional information for clarification.

VI. TENTATIVE SCHEDULE

Request for Proposal Issued	November 7, 2018
Consultant Proposals Due	November 28, 2018 at 2:00p.m.
Consultant Selection and Negotiations	Week of December 10, 2018
City Council Approval of Contract	December 19, 2018
Project Completion	December 31, 2019

VII. INQUIRIES

Pre-submittal procedural or technical inquiries may be directed to Lilliana Falomir, Public Works Manager via email at falomirl@calexico.ca.gov.

VIII. SUBMITTAL DEADLINE

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 “RFP for Construction Management, Geotechnical and Inspection Services” and delivered on or before 2:00p.m. on Wednesday, November 28, 2018 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.

EXHIBIT A

SAMPLE OF PROPOSAL EVALUATION FORM

Firm: _____

Evaluator: _____

Date: _____

1 Technical Approach (35 Points)	Points Awarded	_____
Responsiveness & understanding of work to be done, (i.e. scope of work). Specific experience with similar construction management, geotechnical and construction inspection work		
2 Project Management (30 Points)	Points Awarded	_____
Capacity to perform the scope of work and the ability to conclude in a timely manner. Quality of staff based on recent experience		
3 Reference (5 Points)	Points Awarded	_____
4 Familiarity and/or specific experience with local, state and federal project procedures using LAPM for local agency advertised projects (25 Points)	Points Awarded	_____
5 Overall quality of proposal, including qualifications and thoroughness (5 Points)	Points Awarded	_____
	Total Score	_____

Comments:

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the _____ day of _____, 2018, 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 December 31, 2019. 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.
 - i. **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.

SIGNATURES ON FOLLOWING PAGE

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

CITY OF CALEXICO:

CONSULTANT:

David Dale
City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A
SCOPE OF SERVICES
(proposal dated _____)

EXHIBIT B
SCHEDULE OF CHARGES

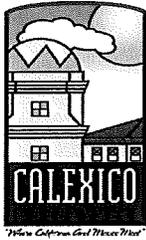
EXHIBIT C

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 _____, 2018, at _____, California.

Consultant



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2110
Fax: 760.768.2103
www.calexico.ca.gov
e-mail: citymanager@calexico.ca.gov

EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 11
District Local Assistance Engineer

The information for exhibit 9-B presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The City of Calexico, submits our annual 9-B information for the Federal Fiscal Year 2018/2019, beginning on October 1, 2018 and ending on September 30, 2019.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

David Dale, City Engineer
City of Calexico
Office of the City Manager
608 Heber Avenue
Calexico, CA 92231
Telephone: 760/768-2110
Fax: 760/768-2103
Email: ddale@calexico.ca.gov

Planned Race Neutral Measures

1. Arranging solicitations, time for the presentation of bids, quantities, specifications, and delivery schedule in ways that facilitates DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedure and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of

Viva Calexico!

lists of potential subcontractors; provision of information in language other than English. Where appropriate);

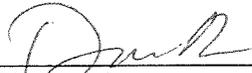
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses, improve long-term development, increase opportunities to participate in a variety of type of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. On Attachment A, you will find a listing of the three methods, the City of Calexico choose Method 3.

Prompt Pay Enforcement Mechanism

49 CFR, Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency's prior written approval. DBE subcontractors, non-DBE subcontractors and supplies are contacted to ensure that they have been paid for the work performed prior to the issuance of a progress payment to the prime contractor. Payment is withheld from the prime contractor until all DBE subcontractors, non-DBE subcontractors and suppliers have been paid for their work/materials supplied.



(Signature)

6/26/18

Date

David Dale, City Manager
City of Calexico
(Authorized Governing Body Representative)

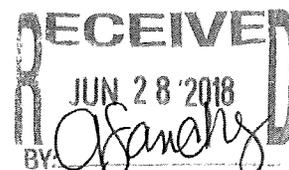
760/768-2110
Phone Number



(Signature of Caltrans District Local Assistance Engineer [DLAE])

7/25/18

Date



(Attachment)

**Prompt Payment of Withheld Funds to
Subcontractors**

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor 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 contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and 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 contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor 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 contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor 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 contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**CITY OF CALEXICO
ORGANIZATIONAL CHART
FISCAL YEAR 2018-2019
PUBLIC WORKS DEPARTMENT**

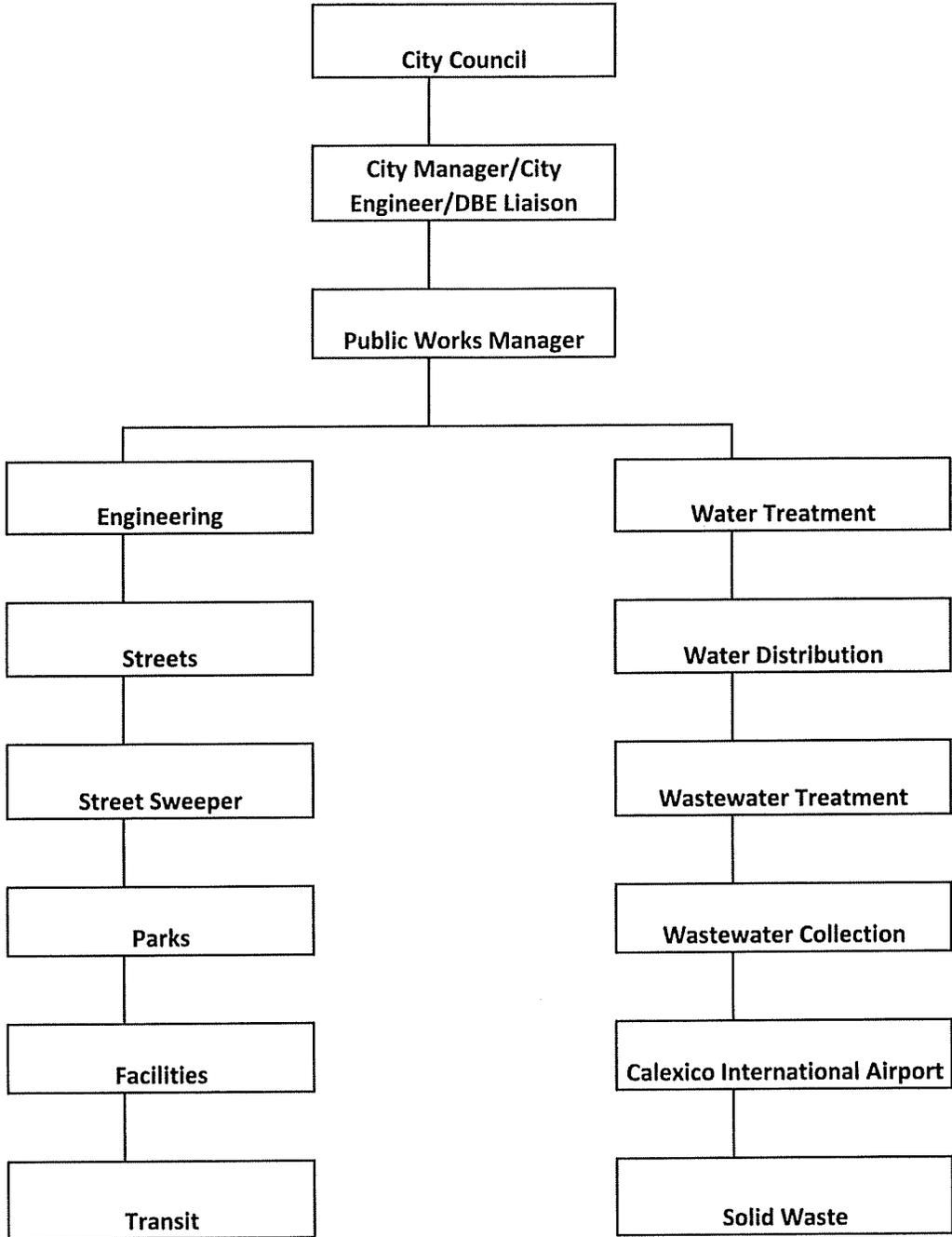


EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

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

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

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

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% 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):

Publications	Dates of Advertisement

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

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

C. The items of work 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:

- 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):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	_____	_____	\$ _____	\$ _____
(Sr. Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Inspector)**	_____	_____	\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
 b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

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

INDIRECT COSTS

- d) Fringe Benefits (Rate: _____%) e) Total Fringe Benefits [(c) x (d)] \$ _____
 Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____
 h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____

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

FIXED FEE

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

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

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

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

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

- Subconsultant 1: \$ _____
 Subconsultant 2: \$ _____
 Subconsultant 3: \$ _____
 Subconsultant 4: \$ _____

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

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

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

NOTES:

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

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

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000		\$50.00	Year 1 Avg Hourly Rate

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

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

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

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

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

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

--

EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
 Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ Participation Amount \$ _____ Date _____

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

Fee _____ = _____ %

BILLING INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²		Effective Date of Hourly Rate From To	Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x) OT(2x)				
John Doe - Project Manager * Civil Engineer II	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	Not Applicable
Sue Jones - Construction Engineer/Inspector Engineer I	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	Not Applicable
Buddy Black - Claims Engineer Engineer III	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	Not Applicable
Land Surveyor **	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	\$00 - \$00 \$00 - \$00 \$00 - \$00
Technician	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	01/01/2016 01/01/2017 01/01/2018	\$0.00 \$0.00 \$0.00	0.0% 0.0% 0.0%	\$00 - \$00 \$00 - \$00 \$00 - \$00

(Add pages as necessary)

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

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

Note: Add additional pages if necessary.

NOTES:

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

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

Unit/Item of Work:

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)

Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Professional (Classification)*	_____	_____	_____
Sub-professional/Technical**	_____	_____	_____
EQUIPMENT 1 (with Operator)	_____	_____	_____
EQUIPMENT 2 (with Operator)	_____	_____	_____

Consultant's Other Direct Costs (ODC) – Itemize:

Description of Item	Quantity	Unit	Unit Cost	Total
ODC Example: Travel/Mileage Costs			\$	\$
ODC Example: Mobilization/De-mobilization			\$	\$
ODC Example: Supplies/Consumables			\$	\$
ODC Example: Report			\$	\$
ODC (List more ODCs as applicable)			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Attach additional pages if necessary.

TOTAL COST PER UNIT OF WORK \$ _____

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
2. Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
3. Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
4. ODC items shall be based on actual costs and supported by historical data and other documentation.
5. ODC items that would be considered "tools of the trade" are not reimbursable.
6. Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2

Certification of Direct Costs:

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

- 13. Generally Accepted Accounting Principles (GAAP)
- 14. Terms and conditions of the contract
- 15. Title 23 United States Code Section 112 - Letting of Contracts
- 16. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 17. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 18. 48 Code of Federal Regulation Part 9904 - Cost Accounting Standards Board (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

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-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
23. Local Agency Representative's Signature	24. Date	15. Preparer's Signature	16. Date
25. Local Agency Representative's Name	26. Phone	17. Preparer's Name	18. Phone
27. Local Agency Representative's Title		19. Preparer's Title	

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

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

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/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. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the Local Agency Representative.

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

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

Consultant's Full Legal Name: _____

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

Indirect Cost Rate:

Combined Rate _____ % OR

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

accounts;

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

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

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

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

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

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

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

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

EXHIBIT 10-A

A&E CONSULTANT FINANCIAL DOCUMENT REVIEW REQUEST

Caltrans Division of Local Assistance

(Completed by Local Agencies, One per Contract)

**(For New Proposed A&E Consultant Local Agency Contracts of \$150,000 or Greater)
(For Amendments, use only when there are additional subconsultants or changes in ICR)**

EMAIL TO:

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

Date: _____
Federal Project Number: _____

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

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

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

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

Note: Add pages if necessary. N/A applies to Consultants with participation amount less than \$150,000

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

Minimum Requirements

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

Name _____ Signature _____

Title _____

Name of Local Agency and Department _____

Address _____

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

CALTRANS A&I FINANCIAL DOCUMENT REVIEW REQUIREMENTS FOR ARCHITECTURAL AND ENGINEERING (A&E) CONSULTANTS ON LOCAL GOVERNMENT AGENCY CONTRACTS					
All Prime & Sub-consultants must submit the following minimum requirements for contracts ≥ \$150,000:					
1) A&E Consultant Financial Document Review Request Letter (Exhibit 10-A) - Completed by Local Agency for each contract (1) 2) Cost Proposals (Examples at Exhibit 10-H1 through 10-H4) - Completed by Consultants 3) Consultant Annual Certification of Indirect Costs and Financial Management System (Exhibit 10-K) - Completed by each Consultant (except for firms requesting Safe Harbor Rate) 4) Local Agency and Prime Consultant's Points of Contact					
Type of Financial Documents and Information for ICR FYE proposed *	CATEGORY 1:	CATEGORY 2:	CATEGORY 3:	<i>If not Categories 1-3</i>	
	Firms with Cognizant Approval Letter for ICR FYE proposed	Firms with Caltrans Acceptance ID Number for ICR FYE proposed **	Firms Requesting Safe Harbor Rate (SHR)	CATEGORY 4: Contracts ≥ \$150K to < \$1M and participating amounts ≥ to \$150K	CATEGORY 5: Contracts ≥ \$1M and participating amounts ≥ \$150K
For all Prime and Sub-consultants					
Cognizant Approval Letter for the FYE proposed (issued by cognizant state, which is based on Location of Accounting Records as stated in AASHTO ICQ)	✓				
Caltrans' ICR Acceptance ID #s for ICR FYE proposed **		✓			
FAR Compliant Indirect Cost Rate (ICR) Schedule including FAR References and Disclosure Notes (2) ★ Prime Consultant must have a CPA Audited ICR Report if contract is ≥ \$1M, regardless of Prime Consultant's participation amount.(2)				✓	★
Prior Year ICR Schedule					✓
AASHTO Internal Control Questionnaire (ICQ) Appendix B (3)				✓	✓
Post Closing Trial Balance (4)					✓
Vacation/Sick Policy					✓
Bonus Policy					✓
Executive Compensation Analysis (ECA) (4)					✓
Prevailing Wage (PW) Policy for PW contracts (5)	✓	✓	✓ ***	✓	✓
When applicable, additional documents may be requested:					
Supplemental reconciliation schedule (to tie the proposed ICR Schedule to Trial Balance) (4)					
Chart of Accounts					
Income Statement (4)					
Labor Summary Report (6)					
Related Party Rent Analysis (4)					
Vehicle, Equipment, and Other Direct Costs Schedules (4)					
Safe Harbor Rate Documents:					
Consultant Certification of Eligibility of Contract Costs and Financial Management System (Attachment 1R)			✓		
Additional Documents Required	2	2	2	3	8

* ICR FYE = Indirect Cost Rate Fiscal Year End. All items on this checklist may not be all inclusive. A&I reserves the right to request additional documents as deemed necessary.

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

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

- (1) Local Agencies are required to complete Exhibit 10-A and include all applicable required documents upon submission.
- (2) FAR Compliant ICR schedule includes FAR References, and Disclosure Notes. If the Disclosure Notes are not provided, A&I will provide a first year waiver of this requirement; however, the notes will be required on future fiscal year ICR schedules. See AASHTO Guide Chapter 5, 8, and 11 for references. The fiscal year-end indirect cost rate (ICR) to be applied to the Agreement is based on the submission package received by A&I. For financial document packages received from January 1, 2018 to June 30, 2018, the 2016 FYE ICR must be submitted or the FYE 2017 ICR if available. For financial document packages received from July 1, 2018 to December 31, 2018, the 2017 ICR must be submitted.
- (3) Go to AASHTO website @ audit.transportation.org, for Appendix B-Internal Control Questionnaire
- (4) Accounts and balances must match costs proposed on the FAR Compliant ICR schedule, as per 48 CFR Part 31.
- (5) Prevailing Wage (PW) contract requires written PW Policy. It must be on the company's letterhead, signed, and dated by company's official to show accounting methods used on delta base and delta fringe - refer to A&I's PW Interpretive Guidance on www.dot.ca.gov/audits.
- (6) Document/Report must summarize total labor costs that agree to total direct labor and total indirect labor amounts included in the fiscal year ICR schedule proposed on the contract. Uncompensated overtime must be presented for salaried/exempt employees that are not compensated for hours worked in excess of 8 hours a day/40 hours per week/2080 hours per year. Refer to Uncompensated Overtime Interpretive Guidance on www.dot.ca.gov/audits.