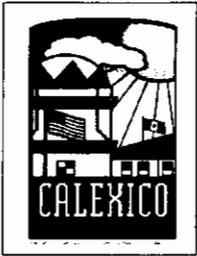


**AGENDA
ITEM**

18



AGENDA STAFF REPORT

DATE: August 1, 2018

TO: Mayor and City Council

PREPARED BY: David Dale, City Manager 

SUBJECT: Award Proposal and Authorize the City Manager to Sign Agreement of Professional Services with The Holt Group, Inc. for Construction Management and Inspection Services for Cesar Chavez Blvd. Improvement Project Federal Project No. HPLUL-5168(017).

=====

Recommendation:

Award Proposal and Authorize the City Manager to Sign Agreement of Professional Services with The Holt Group, Inc. for Construction Management and Inspection Services for Cesar Chavez Blvd. Improvement Project Federal Project No. HPLUL-5168(017).

Background:

The City of Calexico Public Works Department has received a grant from the Department of Transportation for construction in the amount of \$7,104,240.00 (Federal \$5,500,000.00 and Local Match \$1,604,240.00) for Federal Project No. HPLUL-5168(017) Cesar Chavez Blvd./Calexico-West Port of Entry between HWY 98 and Second Street HPLUL-5168(017) Cesar Chavez Blvd./Calexico-West Point of Entry between HWY 98 and Second Street.

On April 29, 2018, the City requested bids for Cesar Chavez Blvd. Improvements Federal Project No. HPLUL-5168(017). The proposed work includes, but is not limited to, the construction of street improvements; street light installation; traffic control; excavation; placement and compaction of fill materials; PCC curb and gutter; sidewalk; raised median; curb ramps; retaining wall; block wall; asphalt concrete paving over base; traffic signal modification; installing new traffic signal; mast arms; foundations; thermoplastic pavement markings and traffic striping.

The project involves roadway improvements and street widening throughout, it is the intent of the project to widen Cesar Chavez Boulevard to provide two through lane in the north bound direction and three lanes in the southbound direction, as well as to install a traffic signal at the intersection of Cesar Chavez Blvd at Grant Street and modify the existing traffic signal at Cesar Chavez Blvd at Second Street.



Discussion & Analysis:

The City of Calexico recently requested proposals from qualified and experienced construction management and field inspection professionals to provide Construction Management and Inspection Services for Cesar Chavez Blvd. Improvement Project Federal Project No. HPLUL-5168(017). On May 21, 2018, the Office of the City Clerk received three (3) proposals from the following firms.

1. DHS Consulting, Inc.
2. Dynamic Engineering Consulting
3. The Holt Group, Inc.

After receipt of all proposals, the evaluation committee conducted an evaluation of the written proposals and ranked them accordingly. The firm that scored the highest was The Holt Group, Inc., therefore, the evaluation committee recommends that the City Council of the City of Calexico award proposal and authorize the City Manager to sign Agreement of Professional Services with The Holt Group, Inc. for Construction Management and Inspection Services for Cesar Chavez Blvd. Improvement Project Federal Project No. HPLUL-5168(017).

Fiscal Impact:

Budgeted Item for FY 2018-2019
Measure "D" Funds \$132,625.00.

Coordinated With:

Public Works Department.

Attachment(s):

1. The Holt Group, Inc. Agreement of Professional Services
2. RFP for Construction Management and Inspection Services for Cesar Chavez Blvd. Improvement Project Federal Project No. HPLUL-5168(017)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 1st day of August, 2018, by and between the City of Calexico ("City") and The Holt Group, Inc. ("Consultant").

RECITALS

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

AGREEMENT

1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. **Time of Performance.** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than December 31, 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: The Holt Group, Inc.
1601 N. Imperial Avenue
El Centro, CA 92243

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

James G. Holt, P.E.
The Holt Group, Inc.

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT A

SCOPE OF SERVICES

(proposal dated May 21, 2018)



PROPOSAL

For Construction Management and Inspection Services for the Cesar Chavez Boulevard Improvements Project

Federal Aid No. HPLUL-5168(017)
THG Proposal #2018-041

May 21, 2018

Prepared by:

The
Holt
Group, Inc.



James G. Holt, P.E.

Robert K. Holt, P.E.

Engineering ■ Planning ■ Surveying

May 21, 2018

Mr. David Dale
City Manager
City of Calexico
608 Heber Avenue
Calexico, California 92231

RE: CITY OF CALEXICO REQUEST FOR PROPOSAL FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR CESAR CHAVEZ BOULEVARD IMPROVEMENTS— FEDERAL PROJECT NO.: HPLUL-5168(017) THG PROPOSAL NO. 2018-041

Dear Mr. Dale,

Thank you for the opportunity to respond to the City of Calexico's Request for Proposal (RFP). The Holt Group, Inc. respectfully submits this proposal for Construction Management and Inspection Services for the Cesar Chavez Boulevard Improvements Project.

For more than 34 years, The Holt Group, Inc. has provided construction management services for various types of site improvements similar to those required for the proposed improvements to be completed to the roadway improvement projects. Our engineering staff is very familiar with the infrastructure improvements and materials associated with the proposed project as they have inspected numerous similar type projects for various municipalities. The Holt Group, Inc. has successfully administered all phases of roadway improvement projects for multiple public agencies in the Imperial County. The Holt Group, Inc. has extensive knowledge and experience with the construction requirements of various Imperial County public agencies and is knowledgeable with respect to the specific requirements associated with this project including the utilization of the Caltrans Local Assistances Procedures Manual. We believe that our firm has an excellent understanding of the project and the services required to successfully complete this project on schedule and within budget. The Holt Group has completed two (2) LAPM based roadway improvement projects this year. Three (3) Holt Group staff attended the Caltrans Resident Engineers Academy in 2017 and are knowledgeable regarding the latest LAPM requirements. The Holt Group Resident and Assistant Resident Engineers are licensed Professional Engineers in the State of California with over sixteen (16) years of experience which demonstrates the level of commitment the Holt Group will provide this project.

The Holt Group, Inc.'s engineering staff is proactive and will immediately address utility issues and other issues upon identification. The Holt Group will diligently monitor that traffic control requirements are maintained throughout the project including weekends. The Holt Group engineering staff completes all LAPM requirements and reports in a timely manner which has positive effects throughout the project and during Caltrans audits. We look forward to the opportunity to serve the City of Calexico on this improvement project. Please note the contents presented within the attached proposal are valid for a period of ninety (90) days. Thank you for the opportunity to submit this proposal. Contact me if questions arise.

Sincerely,


James G. "Jack" Holt, P.E.
Secretary/CFO – Principal Engineer
The Holt Group, Inc.

1601 N. Imperial Ave. ■ El Centro, CA 92243 ■ 760.337.3883 ■ Fax 760.337.5997
201 E. Hobsonway ■ Blythe, CA 92225 ■ 760.922.4658 ■ Fax 760.922.4660

CITY OF CALEXICO
REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT AND
INSPECTION SERVICES FOR THE CESAR CHAVEZ BOULEVARD IMPROVEMENTS
PROJECT
FEDERAL AID NO. HPLUL-5168(017)(101)

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II. SUMMARY OF QUALIFICATIONS AND EXPERIENCE

FIRM'S BACKGROUND

Since our firm's inception in 1984, The Holt Group, Inc. has grown into a multi-disciplined team offering a complete range of Professional Engineering, Surveying, Planning, Construction Management, Construction Inspection, Grant Administration and CDBG Services for residential, commercial, governmental and institutional sector clients. The Holt Group, Inc. maintains an office in both El Centro and Blythe, California. For the last 34 years, The Holt Group, Inc. has served a number of local municipal clients, including the Cities of Blythe, El Centro, Calipatria, Calexico, Imperial, Brawley, Holtville and Westmorland, in addition to numerous private clients and the County of Imperial and County of Riverside. We currently serve as Consultant City Engineer and Planners for the Cities of Holtville and Calipatria, as well as for the Heber Public Utility District and the Seeley County Water District.



Civil Engineering, Surveying, Resident Engineering and Construction Management and Planning Services have been a central focus of The Holt Group, Inc. since our inception in 1984. The Holt Group, Inc. has completed numerous public works projects, including street rehabilitation improvements, street maintenance improvements, new street improvements and various other types of roadway projects requiring AC Pavement improvements, water pipeline improvements, wastewater pipeline improvements, stormwater pipeline improvements, wastewater pump station improvements, stormwater pump station improvements, park improvements, water treatment plant expansion projects, wastewater treatment plant expansion projects, sidewalk improvements and similar projects. Our firm provides complete preliminary engineering, design engineering, bidding, construction management and resident engineering and construction management services.

The Holt Group, Inc. has provided Resident Engineering and Construction Inspection Services to the County of Imperial for the County of Imperial Azure Stormwater Crossing Improvements from Treadwell Blvd. to Coombs Dr. Project, the County of Imperial Drainage and Access Improvements at the Palo Verde Waste Site Project, the County of Imperial LTA Phase III Rehabilitation of Various Roads Project, the County of Imperial LTA Phase II-B Cold in Place Road Reconstruction at Various Locations Project, the County of Imperial Administration Center Parking Lot Improvements, Cold in Place Recycling Improvements to Miscellaneous County Roadways, Gateway Water and Wastewater Treatment Plant Improvements, Cole and Kioke Roadway Improvements, the County of Imperial McCabe Road/Highway 111 Improvements and the County of Imperial Baughman Road between Forrester Road and Highway 78/86 Street Improvements. The Holt Group, Inc. has also recently completed the City of Holtville LAPM 6th Street Improvements between Holt and Melon Avenues Project and the City of Holtville LAPM 9th Street Improvements between Olive and Palm Avenues Project this year, 2018. The Holt Group also completed the City of Calipatria LAPM Railroad Avenue Improvement Project, the City of Calipatria LAPM N. International Boulevard Improvement Project and the City of Imperial N Street Improvement Project. These projects involved utility coordination and the application of LAPM requirements and documentation. It should be noted that the majority of the projects have been successfully audited by Caltrans with little or no comments. The Holt Group engineering staff is pro-active with regard to utility coordination, geotechnical testing, response to RFI's and the administration of projects. The Holt Group has successfully completed the construction management services and maintained the project schedule and costs with this pro-active approach.

Our firm prides itself in protecting the interests of our municipal and governmental clients from overcharging by contractors, and from substandard construction work. This is accomplished through strict control of contractor change orders, strict monitoring of the construction schedule and high quality construction inspection services. The Holt Group will maintain a complete set of hard copy documents for the City of Calexico's files for both archive and Caltrans audit purposes. The Holt Group staff will be available to attend Caltrans audits if required.

I. GENERAL REQUIREMENTS

COVER LETTER

See previous page.

INTERPRETATION OF CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES WORK TO BE PERFORMED AND PROJECT UNDERSTANDING

The City of Calexico intends to complete roadway improvements to Cesar Chavez Boulevard from Second Street to Grant Street as a five-lane primary road with two (2) northbound lanes and three (3) southbound lanes separated by a raised median. From Grant Street to Highway 98, Cesar Chavez Boulevard would be improved to a four (4) lane primary road with a median allowing for turn pockets at intersections. The project improvements to be completed include A.C. pavement improvements, roadway widening, placement and compaction of class II aggregate base, installation of p.c.c. curb, gutter, sidewalk and driveways, installation of the ADA compliant p.c.c. curb returns and ramps, installation of street lights and traffic signals, relocation of existing utilities, removal and relocation of IID power poles, adjustment of sanitary sewer manholes and water valves, striping and signage. The length of the road improvements will cover approximately 1 mile and will require traffic control coordination and monitoring along the roadway section.

The City of Calexico is seeking a professional engineering firm to provide Construction Management and Inspection Services for the Cesar Chavez Boulevard Improvements Project. The proposed Resident Engineer will be required to provide a number of Resident Engineering and Construction Management functions including but not limited to coordinating the project preconstruction meeting, coordinating with the City of Calexico Public Works Department Staff, the Contractor, utility purveyors and material testers throughout the life of the project, completing full time daily construction inspections, completing daily construction inspection reports, monitoring the project schedule and completing labor compliance services. The Resident Engineer is expected to begin providing services from the date of award for the construction project to the filing of the notice of completion for the construction project. All construction management services for the project are to be completed in accordance with the project improvement plans and specifications and the Caltrans Local Assistance Procedures Manual (LAPM).

PRIMARY INDIVIDUAL AUTHORIZED TO RESPOND TO THIS REQUEST FOR PROPOSAL

James G. "Jack" Holt, P.E.
Principal Engineer
Secretary/Chief Financial Officer
The Holt Group, Inc.
1601 N. Imperial Avenue
El Centro, CA 92243
Tel: (760) 337-3883
Fax: (760) 337-5997
E-Mail: jack@theholtgroup.net

OWNER'S OF FIRM

The Holt Group, Inc. is incorporated in the State of California. Its contact information is as follows:

James G. "Jack" Holt, P.E.
Secretary/Chief Financial Officer
1601 N. Imperial Avenue
El Centro, CA 92243
Tel: (760) 337-3883
Fax: (760) 337-5997

Robert K. Holt, P.E.
President
201 E. Hobsonway
Blythe, CA 92225
Tel: (760) 922-4658
Fax: (760) 922-4660

OFFICE LOCATION AND COMPANY STAFF

The Holt Group, Inc.
1601 N. Imperial Avenue
El Centro, CA 92243
Tel: (760) 337-3883
Fax: (760) 337-5997

Number of Employees in El Centro Office:
23

The Holt Group, Inc. will be providing the staff and resources required to complete all aspects of this project through our El Centro office location.

Note: The Holt Group, Inc. also maintains an office in Blythe, California. Employees from this office are available to perform services for the County of Imperial if so required. Resumes of additional staff will be provided to the County of Imperial for review and approval prior to work performed by employees from these offices.

QUALIFICATIONS & RESUMES OF INDIVIDUALS ASSOCIATED WITH THIS PROJECT

The Holt Group, Inc.'s team of diversified, highly qualified professionals possesses the necessary technical skills, experience, motivation and communicative ability to provide the City of Calexico with responsive, high quality **Construction Management and Inspection Services**. The following is a brief overview of the key personnel that will be providing these services to the County of Imperial:

James G. "Jack" Holt, P.E., Project Engineer

Jack Holt is a Registered Civil Engineer in the State of California with forty-one years of municipal engineering experience. Mr. Holt has extensive experience in both municipal and private projects and has worked on street improvement projects, water system and wastewater system expansion projects, water pipeline, wastewater pipeline, and stormwater pipeline projects, and park improvement projects for the Cities of Westmorland, Calipatria, Brawley, Holtville, Calexico, County of Imperial, and Heber Public Utility District. Mr. Holt will have the overall responsibility of overseeing and monitoring the Construction Inspection Services for this project. Mr. Holt will conduct periodic inspections at the project sites and monitor any major project activities.

Juny Marmolejo, P.E. Resident Engineer

Mr. Marmolejo possesses over sixteen (16) years of experience working as a Design and Resident Engineer. Mr. Marmolejo has completed project design, bidding and Resident Engineering for Roadway, Water Pipeline, Sewer Pipeline, Wastewater Treatment Plant Expansions, Water Treatment Plant Expansions, Sanitary Sewer Pump Stations, Domestic Water Booster Pump Stations and similar projects. Mr. Marmolejo is currently completing the resident engineering services for the Ross Road Bridge Over the Reservation Main Drain Project and recently completed the Resident Engineering and Construction Management Services for the County of Imperial LTA Phase III Various County Roads Improvements, County of Imperial Drainage and Access Improvements at the Palo Verde Solid Waste Site, County of Imperial Administrative Center Parking Lot Improvements, Cold in Place Recycling Improvements to Various Roadways in the Imperial County, Imperial County Community and Economic Development Department TB Housing

Replacement Project, El Centro Regional Medical Center Outpatient Clinic Project, City of Calipatria Delta Street Pump Station Improvement Project, City of Holtville LAMP Ninth Street Improvements between Olive and Palm Avenues Project, City of Holtville LAMP Sixth Street Improvements between Melon and Holt Avenues, City of Holtville Walnut Avenue Improvements, City of Holtville Holt Avenue Improvements, City of Holtville 4th Street Junction Improvements, Heber Public Utility District Wastewater Treatment Plant, City of Holtville 5th Street/Highway 115 Improvements and City of Holtville Grape Avenue Improvements. Mr. Marmolejo is also particularly adept at submittal reviews and completing project administration services. Mr. Marmolejo will be responsible for all construction activities and will assist with the preparation of all project documentation in addition to the management of construction activities.

Sameer Patel, P.E./Assistant Resident Engineer

Mr. Patel has over seventeen years of experience in the civil engineering and construction management field. Mr. Patel has performed duties including construction management, surveying, and design services for various infrastructure improvement projects. Mr. Patel has assisted with the preparation of various SWPPP documents, grading plans, civil engineering analyses, specifications and improvement plans. Mr. Patel was the Assistant Resident Engineer for the County of Imperial Administrative Center Parking Lot Improvements, City of Imperial N Street Improvement Project, City of Calipatria Lake Avenue, Bonita Place, Commercial Avenue and Imperial Avenue Improvement Project, City of Holtville Grape Avenue Improvement Project between Fourth Street and Fifth Streets, the Highway 115/Fourth Street Junction Improvement Project in Holtville, the City of Holtville LAMP Ninth Street Improvements between Olive and Palm Avenues Project, the 1.2 Million Gallon per Day Wastewater Treatment Plant Expansion in Heber, California and the Water Treatment Plant Expansion in Heber, California. Mr. Patel will be responsible for monitoring all construction activities at the project site and the preparation of daily inspection reports.

Todd Richardson, E.I.T./Assistant Resident Engineer

Mr. Todd Richardson has over four years of experience in the civil engineering and construction management field. Mr. Richardson has completed surveying activities, assisted with preparing engineering studies, and has provided construction management services for various types of civil infrastructure projects including water and wastewater treatment plants, pump stations, retention basins, water, sewer and stormwater pipelines and street infrastructure. Mr. Richardson was the Assistant Resident Engineer for the County of Imperial LTA Phase III Rehabilitation of Various County Roads Project, County of Imperial Wastewater Treatment Plant Improvements at the Gateway of the Americas Project, City of Imperial Claypool Force Main and Waterline Improvement Project, City of Holtville Fourth Street Sidewalk, Curb and Gutter, Handicap Curb Return and Cross Gutter Improvement Project, City of Holtville 6th Street Improvements between Melon and Holt Avenues Project and the City of Holtville 9th Street Improvements between Olive and Palm Avenues Project.

David Barron/Assistant Resident Engineer

Mr. Barron has over two years of experience in the civil engineering construction management field at The Holt Group, Inc. He has completed surveying activities, assisted with preparing engineering reports, and has provided construction management services for various types of civil infrastructure projects including water treatment plants, pump stations, and street infrastructure. Mr. Barron was the Assistant Resident Engineer for the County of Imperial Replacement of Two Lift Station Pumps and Pump Hardware at Gateway of the Americas Sewer Lift Station 2, County of Imperial Drainage and Access Road Improvements at the Palo Verde Solid Waste Site Project, County of Imperial LTA Phase III Rehabilitation of Various County Roads Project, City of Calipatria South International Boulevard Street Improvements Project and the City of Imperial La Brucherie Lift Station Improvements Project.

Labor Compliance Consultants of Southern California – Labor Compliance Services

The Holt Group, Inc. will be engaging the services of Labor Compliance Consultants of Southern California. Labor Compliance Consultants of Southern California will provide the Labor Compliance Services for this project.

RESUMES OF KEY PERSONNEL

<p>James G. "Jack" Holt, PE PRINCIPAL ENGINEER</p>	
<p><u>EDUCATION</u></p> <p>B.S., Civil Engineering, 1977 University of Michigan, Ann Arbor, Michigan</p> <p><u>REGISTRATIONS</u></p> <p>Registered Civil Engineer, R.C.E. # 31773, California</p> <p>Registered Civil Engineer, R.C.E. # 25315, Arizona</p> <p>California QSP & QSD SWPPP Certification # 20198</p> <p><u>PROFESSIONAL ORGANIZATIONS</u></p> <p>American Society of Civil Engineers</p> <p>American Concrete Institute</p> <p>American Water Works Association Water Environment Federation (WEF)</p> <p><u>PROFESSIONAL PRACTICE</u></p> <p>THE HOLT GROUP, INC. El Centro, California 1983 – present</p> <p>MAINIERO, SMITH & ASSOCIATES Palm Springs, California 1979 – 1983</p> <p>PERLA STOUT ASSOCIATES, INC. Traverse City, Michigan 1977 – 1979</p> <p>JOHN C. LINTON & ASSOCIATES Traverse City, Michigan 1974 – 1977</p>	<p><u>GENERAL QUALIFICATIONS</u></p> <p>James G. "Jack" Holt is a Registered Civil Engineer in the State of California with forty-one years of civil engineering and construction management experience. Mr. Holt has specialized in Municipal Engineering and has been the City of Holtville City Engineer for the last 30 years and the City of Calipatria City Engineer for the last 32 years. Mr. Holt has been involved as the design engineer or review engineer for all the infrastructure improvement projects in the City of Holtville for the last 30 years. Mr. Holt has extensive experience in both municipal and private engineering projects and has worked on street improvement projects, water system and sewer system expansion projects, retention basins, water pipeline, sewer pipeline, and stormwater pipeline projects, and park improvement projects for the Cities of El Centro, Westmorland, Calipatria, Imperial, Brawley, Holtville, Calexico and Blythe, the County of Imperial, and the Heber Public Utility District. Mr. Holt has extensive experience with Commercial and Government Agency Building Projects requiring off-site and on-site civil improvements. Mr. Holt has extensive experience performing Civil Engineering Design, Construction Management and Inspection, Cost Estimation, Drainage Analyses, Land Surveying, Stormwater SWPPP and WPCP, Surveying, Utility Coordination and Permitting, Wastewater and Water Environmental Engineering and Water Quality Regulatory Engineering. Mr. Holt has conducted the Quality Assurance/Quality Control for numerous of federally funded street improvement projects per LAPM requirements in the Cities of Holtville and Calipatria and the County of Imperial.</p> <p>Mr. Holt will monitor major project activities and will assist with QA/QC activities.</p>

<p>Jesus "Juny" Marmolejo, PE PROJECT MANAGER/RESIDENT ENGINEER</p>	
<p><u>EDUCATION</u></p> <p>B.S., Civil Engineering, June 2002 California State University at Long Beach Long Beach, California</p> <p><u>CERTIFICATIONS</u></p> <p>Registered Civil Engineer, R.C.E. # 80410, California</p> <p><u>PROFESSIONAL PRACTICE</u></p> <p>THE HOLT GROUP, INC. El Centro, California August 2002 - Present</p> <p>KPFF CONSULTING ENGINEERS Long Beach, California June 2001 – August 2002</p> <p>GRANITE CONSTRUCTION El Centro, California June 1998 – August 1998</p> <p>RANSDALL'S CONSTRUCTION El Centro, California June 1993 – January 1998</p>	<p><u>GENERAL QUALIFICATIONS</u></p> <p>Jesus "Juny" Marmolejo joined The Holt Group in August of 2002 and has since been responsible for the design, administration and construction management of various civil engineering projects. Mr. Marmolejo is well-versed in many civil engineering applications, with an emphasis in water, wastewater, stormwater and roadway improvement projects. Mr. Marmolejo is The Holt Group Construction Project Manager and has overseen a number of improvement projects.</p> <p>Prior to his work with The Holt Group, Mr. Marmolejo was employed in construction and engineering fields with Granite Construction and KPFF Consulting Engineers where he grew familiar with many aspects of resident engineering, construction management, and construction inspection. Mr. Marmolejo's construction management experience while at The Holt Group includes: preparation of bidding/contract documents; and completion of Resident Engineering functions including preparing daily project reports, submittal review, obtaining daily project photographs, responding to contractor RFI's, reviewing/approving contractor payment requests, verifying elevations and grades, completing daily inspection work, reviewing/responding to change order requests, chairing project status meetings, and similar related activities. Mr. Marmolejo assists with the completion of the above referenced items on most construction management projects completed by The Holt Group, Inc.</p> <p><u>RELEVANT EXPERIENCE</u></p> <p>County of Imperial – Administration Center Parking Lot Improvements – Project Manager/Resident Engineer</p> <p>Mr. Marmolejo completed the project management services and daily inspections for the project. The project improvements consisted of the demolition of the existing parking lots improvements for the County Administrative Center and the demolition of the roadway improvements for abandoned section of 9th Street between Broadway Avenue and Main Street. The project required the relocation of an existing power poles and power lines, construction of new sidewalk infrastructure, construction of new landscaping and applicable islands, construction of multiple curb returns and access ramps, installation of parking lot lighting, construction of new parking lot AC Pavement and completion of striping, construction of new trash enclosures, installation of new ribbon gutter and curb and gutter, installation of fiber optic conduits, box and riser, installation of driveway entrances and a new earthquake monitoring station. Mr. Marmolejo monitored the construction schedule, completed daily inspections, coordinated with various utility purveyors and County Representatives, chaired weekly project meetings, coordinated with the Contractor and geotechnical entities and</p>

monitored traffic control activities amongst other items.

County of Imperial - LTA Cold in Place Recycling Improvements to Various County Roadways - Project Manager/Resident Engineer

Mr. Marmolejo completed the project management services and daily inspections for the project. The project improvements to be completed included the grinding of the existing asphalt concrete pavement and the installation of a 2 inch layer of cold in place recycling reconstruction asphalt pavement, installation of a 3 inch cap of conventional asphalt, repair of various digout areas using class 2 base and asphalt concrete and the installation of an emulsified recycling agent. The project improvements also required the installation of shoulder backing and the completion of all required signage and striping. Traffic control monitoring was required along every section of roadway that is going to receive improvements. The cold in place road reconstruction improvements were constructed along various county roads which include Drew Road from Interstate 8 to Ross Road, Forrester Road from McCabe Road to Kramar Road, Huff Road from Evan Hewes Highway to Boyle Road and McConnell Road from Evan Hewes Highway to Huston Road.

City of Holtville - Sixth Street Pavement Improvements between Melon and Holt Avenues Project - Project Manager

Mr. Marmolejo completed the project management services and assisted with the construction management services for the project. The project consisted but was not limited to the construction demolition of the existing roadway section, installation of new roadway infrastructure including Class II Base and Asphalt Concrete, installation of sidewalk, curb and gutter, curb returns, driveways and cross gutters and utility relocation. Mr. Marmolejo monitored the constructions schedule, completed submittal reviews, respond to project RFI's, reviewed payment and change order request, completed daily construction inspections and coordinated with the Contractor and geotechnical entities.

City of Holtville - Ninth Street Pavement Improvements between Olive and Palm Avenues - Project Manager

Mr. Marmolejo completed the project management services and assisted with the construction management services for the project. The project consisted but was not limited to the undergrounding of the Pear Side Main Canal, construction demolition of the existing roadway section, widening of the roadway section, installation of new roadway infrastructure including Class II Base and Asphalt Concrete, installation of sidewalk, curb and gutter, driveways, curb returns and cross gutters and utility relocation. Mr. Marmolejo monitored the constructions schedule, completed submittal reviews, respond to project RFI's, reviewed payment and change order request, completed daily construction inspections and coordinated with the Contractor and geotechnical entities.

	<p>City of Holtville – Various Street Improvement Project – Project Manager</p> <p>Mr. Marmolejo completed the resident engineering services for the various street improvement project. The project included crack sealing and pothole repair improvements at various roadway locations in the City of Holtville. Mr. Marmolejo was responsible for the daily construction inspection and the preparation of daily construction inspection reports. Mr. Marmolejo was also responsible for all reviews of payment requests, submittals and RFI's. In addition, Mr. Marmolejo maintained accurate unit consumption sheets to maintain the project within budget.</p> <p>City of Calipatria – Lake Avenue Improvement Project – Project Manager</p> <p>Mr. Marmolejo completed the project management services and assisted with the construction management services for the project. The project consisted but was not limited to the construction demolition of the existing roadway section, installation of new roadway infrastructure including Class II Base and Asphalt Concrete, installation of sidewalk, curb and gutter, driveways, curb returns and cross gutters and minor utility relocation. Mr. Marmolejo monitored the constructions schedule, completed submittal reviews, respond to project RFI's, reviewed payment and change order request, completed daily construction inspections and coordinated with the Contractor and geotechnical entities.</p>
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<p>Sameer Patel P.E. ASSISTANT RESIDENT ENGINEER</p>	
<p><u>EDUCATION</u></p> <p>B.S., Civil Engineering, 1991 University of Pune at Pune, India</p> <p>M.S., Civil Engineering, May 2007 Wayne State University at Detroit, Michigan</p> <p><u>CERTIFICATIONS</u></p> <p>Registered Civil Engineer, R.C.E. # 81443, California</p> <p><u>PROFESSIONAL PRACTICE</u></p> <p>THE HOLT GROUP, INC. El Centro, California August 2007 - Present</p> <p>SUGAM CONSTRUCTION, LTD India August 1991 – May 2003</p>	<p><u>GENERAL QUALIFICATIONS</u></p> <p>Mr. Sameer Patel obtained a Bachelor of Engineering degree in Civil Engineering from the University of Pune in India and a Master of Science Degree in Civil Engineering from Wayne State University. Mr. Patel has over sixteen years of experience in the civil engineering and construction management field. Mr. Patel has performed duties including surveying, design and construction management services for various infrastructure improvement projects. Mr. Patel has assisted with the preparation of various SWPPP documents, grading plans, civil engineering analyses, specifications and improvement plans.</p> <p>Mr. Patel's construction management experience while at The Holt Group includes: preparation of bidding/contract documents; and completion of standard Resident Engineering functions including preparing daily project reports, submittal review, obtaining daily project photographs, responding to contractor RFI's, reviewing/approving contractor payment requests, verifying elevations and grades, completing daily inspection work, reviewing/responding to change order requests, participating in project status meetings, and similar related activities.</p> <p><u>RELEVANT EXPERIENCE</u></p> <p>County of Imperial – Administration Center Parking Lot Improvements – Assistant Resident Engineer Mr. Patel completed the resident engineering services and daily inspections for the project. The project improvements consisted of the demolition of the existing parking lots improvements for the County Administrative Center and the demolition of the roadway improvements for abandoned section of 9th Street between Broadway Avenue and Main Street. The project required the relocation of an existing power poles and power lines, construction of new sidewalk infrastructure, construction of new landscaping and applicable islands, construction of multiple curb returns and access ramps, installation of parking lot lighting, construction of new parking lot AC Pavement and completion of striping, construction of new trash enclosures, installation of new ribbon gutter and curb and gutter, installation of fiber optic conduits, box and riser, installation of driveway entrances and a new earthquake monitoring station. Mr. Patel monitored the construction schedule, completed daily inspections and prepared daily inspection reports, chaired weekly project meetings, coordinated with the Contractor and geotechnical entities and monitored traffic control activities amongst other items.</p> <p>City of Holtville – Grape Avenue Improvement Project – Assistant Resident Engineer Mr. Patel completed the resident engineering services and daily inspections for the project. The project consisted but was not limited to the construction demolition of the existing roadway section, widening of</p>

the roadway section, installation of new roadway infrastructure including Class II Base and Asphalt Concrete, installation of sidewalk, curb and gutter, curb returns, driveways and cross gutters and utility relocation. Mr. Patel monitored the construction schedule, completed daily inspections and prepared daily inspection reports, chaired weekly project meetings, coordinated with the Contractor and geotechnical entities and monitored traffic control activities amongst other items.

City of Holtville – 5th Street/Highway 115 Improvement Project – Assistant Resident Engineer

Mr. Patel completed the resident engineering services and daily inspections for the project. The project consisted but was not limited to the widening of the roadway section, installation of new roadway infrastructure including Class II Base and Asphalt Concrete, installation of sidewalk, curb and gutter, curb returns, cross gutters and utility relocation within Caltrans Right of Way. Mr. Patel monitored the construction schedule, completed daily inspections and prepared daily inspection reports, chaired weekly project meetings, coordinated with the Contractor and geotechnical entities and monitored traffic control activities in Caltrans Right of Way amongst other items.

City of Calipatria – Bonita Place, International Boulevard and Imperial Avenue Improvement Project – Resident Engineer

Mr. Patel completed the resident engineering services and daily inspections for the project. The project consisted but was not limited to roadway improvements including the installation of new roadway infrastructure including Class II Base and Asphalt Concrete, installation of sidewalk, curb and gutter, driveways, curb returns, cross gutters and utility pipelines. The project also required power pole relocation and coordination with the IID. Mr. Patel monitored the construction schedule, completed daily inspections and prepared daily inspection reports, chaired weekly project meetings, coordinated with the Contractor and geotechnical entities and coordinated with property owners amongst other items.

City of Imperial – N Street Improvement Project – Project Manager/Resident Engineer

Mr. Patel completed the resident engineering and construction management services for the project. The project consisted but was not limited to the construction demolition of the existing roadway sections along N Street between Barioni Boulevard and 2nd Street, installation of new roadway infrastructure including Class II Base and Asphalt Concrete, installation of sidewalk, curb and gutter, driveways, catch basins, ada compliant curb returns and cross gutters and utility relocation. Mr. Patel monitored the constructions schedule, coordinated with the City, Contractor and Geotechnical Entities, reviewed payment and change order request, monitored traffic control activities, completed daily construction inspections, chaired weekly project meetings and prepared applicable agenda's and memoranda.

Todd Richardson, E.I.T.
ASSISTANT RESIDENT ENGINEER

EDUCATION

B.S., Civil Engineering, June 2013
California State Polytechnic
University,
Pomona
Pomona, California

CERTIFICATIONS

Registered Engineer In Training
(EIT), California
Certificate No. 149607

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.
El Centro, California
February 2014 - Present

SOUTHLAND GEOTECHNICAL
El Centro, California
November 2005 – June 2007

GENERAL QUALIFICATIONS

Mr. Todd Richardson obtained a Bachelor of Science degree in Civil Engineering from California State Polytechnic University, Pomona. Mr. Richardson has over four years of experience in the civil engineering construction management field at The Holt Group, Inc. He has completed surveying activities, assisted with preparing engineering studies, and has provided construction management services for various types of civil infrastructure projects including water and wastewater treatment plants, pump stations, retention basins, water, sewer and stormwater pipelines and street infrastructure.

RELEVANT EXPERIENCE

Project: County of Imperial Public Works Department – Gateway of the Americas County Service Area – Potable Water Treatment Plant Improvements

Construction Cost: \$ 1.4 million

Date: Completed: 02/2014 to 05/2014

Role: Resident Engineer

Mr. Richardson was the onsite resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: County of Imperial Public Works Department – Gateway of the Americas County Service Area – Wastewater Treatment Plant Improvements

Construction Cost: \$ 1.5 million

Date: Completed: 02/2014 to 06/2014

Role: Resident Engineer

Mr. Richardson was the onsite resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: City of Holtville – Fourth Street Sidewalk, Curb & Gutter, Handicap Curb Return and Cross Gutter Improvements

Construction Cost: \$ 500,000

Date: Completed: 12/2014 to 05/2015

Role: Resident Engineer

Mr. Richardson was the onsite resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: Imperial County Community & Economic Development Department – Winterhaven County Water District – Tank Recoating Project and Water/Sewer Improvements Project

Construction Cost: \$ 550,000

Date: Completed: 07/2015 to 01/2016

Role: Resident Engineer

Mr. Richardson was the onsite resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports. Mr. Richardson coordinated with the Local Primacy Agency and local testing laboratories to adhere tank disinfection protocol.

Project: County of Imperial Public Works Department – LTA Phase III – Rehabilitation of Various Road In Imperial County

Construction Cost: \$ 3.5 million

Date: Completed: 12/2015 to 05/2016

Role: Resident Engineer

Mr. Richardson was the onsite resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: City of Imperial– Claypool Force Main and Waterline Improvements

Construction Cost: \$ 600,000

Date: Completed: 04/2016 to 08/2016

Role: Assistant Resident Engineer

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: County of Imperial – Ross Road Bridge Over the Reservation Main Drain Bridge Repair Project

Construction Cost: \$ 720,000

Date: Completed: 03/2017 to 04/2017

Role: Assistant Resident Engineer

Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

	<p>Project: City of Holtville – Sixth Street Pavement Improvements between Melon and Holt Avenues Project Construction Cost: \$ 560,000 Date: Completed: 07/2017 to 10/2017 Role: Assistant Resident Engineer Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.</p> <p>Project: City of Holtville – Ninth Street Pavement Improvements between Olive and Palm Avenues Project Construction Cost: \$ 360,000 Date: Completed: 11/2017 to 01/2018 Role: Assistant Resident Engineer Mr. Richardson was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.</p>
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<p>David Barron ASSISTANT RESIDENT ENGINEER</p>	
<p>EDUCATION</p> <p>B.S., Mechanical Engineering, March 2015 North Carolina State University Raleigh, North Carolina</p> <p>PROFESSIONAL PRACTICE</p> <p>THE HOLT GROUP, INC. El Centro, California March 2015 - Present</p>	<p>GENERAL QUALIFICATIONS</p> <p>Mr. David Barron obtained a Bachelor of Science degree in Mechanical Engineering from North Carolina State University. Mr. Barron has three years of experience in the civil engineering construction management field at The Holt Group, Inc. He has completed surveying activities, assisted with preparing engineering reports, and has provided construction management services for various types of civil infrastructure projects including water treatment plants, pump stations, and street infrastructure.</p> <p>RELEVANT EXPERIENCE</p> <p>Project: City of Imperial – La Brucherie Lift Station Improvements Construction Cost: \$ 1.2 million Date: Completed: 09/2015 to 04/2016 Role: Assistant Resident Engineer</p> <p>Mr. Barron was an onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.</p> <p>Project: County of Imperial – LTA Phase III – Rehabilitation of Various Roads in Imperial County Construction Cost: \$ 3.7 million Date: Completed: 01/2016 to 07/2016 Role: Assistant Resident Engineer</p> <p>Mr. Barron was an onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.</p> <p>Project: Heber Public Utility District – Water Treatment Plant Expansion Construction Cost: \$ 7.3 million Date: Completed: 03/2016 to 09/2017 Role: Assistant Resident Engineer</p> <p>Mr. Barron was an onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.</p> <p>Project: County of Imperial – Drainage and Access Improvements at the Palo Verde Solid Waste Site Construction Cost: \$ 130,000 Date: Completed: 05/2016 to 11/2016 Role: Assistant Resident Engineer</p> <p>Mr. Barron was the onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction</p>

management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: City of Blythe – Broadway Street Improvement Project From 14th Avenue to Hobsonway and From Barnard Street to Station 8+87.73

Construction Cost: \$ 1 million

Date: Completed: 10/2016 to 12/2016

Role: Resident Engineer

Mr. Barron was the onsite resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, construction survey staking, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: City of Calipatria – South International Boulevard Street Improvements Project

Construction Cost: \$ 320,000

Date: Completed: 12/2016 to 02/2017

Role: Assistant Resident Engineer

Mr. Barron was an onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: County of Imperial - Azure Stormwater Crossing from Treadwell Blvd. to Coombs Dr.

Construction Cost: \$ 250,000

Date: Completed: 02/2017 to 03/2017

Role: Assistant Resident Engineer

Mr. Barron was an onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

Project: County of Imperial - Replacement of Two Lift Station Pumps and Pump Hardware at Gateway of the Americas Sewer Lift Station No. 2

Construction Cost: \$ 250,000

Date: Completed: 04/2017 to 07/2017

Role: Assistant Resident Engineer

Mr. Barron was an onsite assistant resident engineer and was responsible for assisting with the construction management services. The construction management services included coordination with the contractor, review of construction activities, submittal review, processing of payment requests and change orders, and generating daily construction reports.

SUMMARY OF SPECIFIC EXPERIENCE AND QUALIFICATIONS FOR SIMILAR PROJECTS

The Holt Group, Inc. has prepared preliminary engineering reports, designed, bid, and construction managed and inspected numerous types of Building, Street and Roadway Improvement Projects over the last 34 years. Most of the projects contained various types of concrete and asphalt concrete infrastructure improvements to such infrastructure as roadways, sidewalk, curb and gutter, and many other concrete reinforced infrastructure improvements. The Holt Group, Inc.'s proposed staff has extensive experience with the completion of overlay and reconstruction roadway improvements and has also worked on the improvement of roadway projects which have required reconstruction and/or overlay improvements at various depths and crack sealing improvements. Our firm has also completed numerous projects which required utility coordination, monitoring of encroachment permit requirements, monitoring of various type of traffic control requirements and adherence to the Caltrans LAPM. The Holt Group Engineering Staff attended the Caltrans LAPM Resident Engineers Academy in 2017 and is familiar with the current LAPM guidelines. The Holt Group Engineering Staff takes a proactive approach to identifying problems which has resulted in projects being completed within the required schedules. This proactive approach also reduces the project costs. The Holt Group will maintain a separate set of files including the required LAPM forms for the City of Calexico. The Holt Group will attend audits conducted by Caltrans or the Federal Highway Administration, if required. The Holt Group, Inc.'s Project Team is extremely familiar with the types of infrastructure improvements that will be completed as part of this project and we are confident that we can provide the City of Calexico with comprehensive resident engineering and construction inspection services.

PROJECT EXPERIENCE



Client: City of Holtville
Project Name: Ninth Street Pavement Improvements between Holt Olive and Palm Avenues Project
Year: 2017 - 2018
Project Team: Juny Marmolejo, Todd Richardson and Jacob Standage

Description: The Holt Group Project Team conducted the construction management for sidewalk, crossgutters, curb and gutter, ADA compliance curb returns, utility relocation, survey monument preservation, and structural roadway reconstruction improvements. Comprehensive construction management services included the following: administration of the pre-construction meeting and preparing associated agenda and memorandum; review and monitor of DBE services; weekly meeting coordination with the Contractor, City, Utility Purveyors, and Geotechnical Consultants; submittal reviews; RFI review and coordination with design engineer and City to address responses; review, coordination and negotiation of change orders; reviews and approval of payment requests; monitoring of safety conditions at the project site; monitoring of construction activities on a full time basis including the preparation of daily construction activity logs; coordination of geotechnical testing services; monitoring of the project schedule; completion of labor compliance services; monitoring of traffic control requirements; completion of project close out; and completion of project as built plans. All construction management services were conducted in accordance with Caltrans Local Assistance Procedures Manual (LAPM) requirements.



Client: City of Holtville
Project Name: Sixth Street Pavement Improvements between Melon and Holt Avenues Project
Year: 2017
Project Team: Juny Marmolejo and Todd Richardson

Description: The Holt Group Project Team conducted the construction management for structural roadway reconstruction improvements. Construction resident engineering services included: administration of the pre-

construction meeting and preparing associated agenda and memorandum; review and monitor of DBE services; weekly meeting coordination with the Contractor, City, and Geotechnical Consultants; submittal reviews; RFI review and coordination with design engineer and City to address responses; review, coordination and negotiation of change orders; reviews and approval of payment requests; monitoring of safety conditions at the project site; monitoring of construction activities on a full time basis including the preparation of daily construction activity logs; coordination of geotechnical testing services; monitoring of the project schedule; completion of labor compliance services; monitoring of traffic control requirements; completion of project close out; and completion of project as built plans. All construction management services were conducted in accordance with Caltrans Local Assistance Procedures Manual (LAPM) requirements.



Client: County of Imperial
Project Name: Azure Ave. Stormwater Crossing Improvements from Treadwell Blvd. to Coombs Dr.
Year: 2017
Project Team: Juny Marmolejo and David Barron

Description: The Holt Group Project conducted resident engineering / construction management services for the roadway grading and erosion control improvements for the Azure Avenue Stormwater Crossing Improvements from Treadwell Boulevard to Coombs Drive. The Project consisted of coordination with water utility purveyor for relocation of existing water utilities; asphalt pavement milling; placement of asphalt concrete pavement; full structural pavement repairs to various sections of roadway; construction of PCC stormwater cutoff wall; construction of PCC roadway in wash area; and aggregate embankment construction. Comprehensive construction management services were provided which included the following: administration of pre-construction meeting and preparing associated agenda's and memoranda; weekly meeting coordination with the Contractor, County Public Works, and Geotechnical Consultants; monitoring of safety conditions at the project site; monitoring of construction activities on a daily basis including the preparation of daily construction activity logs; submittal reviews; RFI reviews and responses; reviews and negotiations of change order requests; payment requests reviews and approval; monitoring of the project schedule; and labor compliance monitoring services.



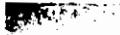
Client: County of Imperial
Project Name: Drainage and Access Improvements at the Palo Verde Solid Waste Site
Year: 2016
Project Team: Juny Marmolejo and David Barron

Description: The Holt Group Project conducted resident engineering / construction management services for the roadway grading and erosion control improvements for the Palo Verde Landfill Waste Site. The project required earthwork, aggregate embankment construction, and fencing construction. Comprehensive construction management services were provided which included administration pre-construction meeting and preparing associated agenda's and memoranda, weekly meeting coordination with the Contractor, County Public Works, and Geotechnical Consultants, monitoring of safety conditions at the project site, monitoring of construction activities on a daily basis including the preparation of daily construction inspection reports, submittal reviews, RFI reviews and responses, reviews of payment and change order requests, material monitoring, monitoring of the project schedule, and labor compliance monitoring services.



Client: **County of Imperial**
 Project Name: **County Administration Center Parking Lot Improvement Project**
 Year: **2015**
 Project Team: **Juny Marmolejo, Todd Richardson, and Sameer Patel**

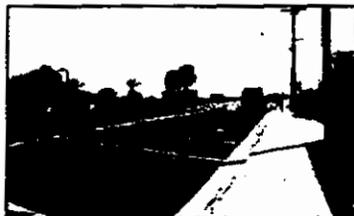
Description: The Holt Group Project Team completed the construction management for the demolition of the existing parking lot improvements and the demolition of the roadway improvements for abandoned section of 9th Street between Broadway Avenue and Main Street. The project required the relocation of an existing power poles and power lines, construction of new sidewalk infrastructure, construction of new landscaping and applicable islands, construction of multiple curb returns and access ramps, installation of parking lot lighting, construction of new parking lot AC Pavement and completion of striping, construction of new trash enclosures, installation of new ribbon gutter and curb and gutter, installation of fiber optic conduits, box and riser, installation of driveway entrances and a new earthquake monitoring station. Comprehensive construction management services were provided which included chairing the project pre-construction meeting and preparing associated agenda's and memoranda, weekly meeting coordination with the Contractor, City, Utility Purveyors and Geotechnical Consultants, monitoring of safety conditions at the project site and conflict resolution, coordination with public safety agencies regarding street impacts, monitoring of construction activities on a daily basis including the preparation of daily construction inspection reports, submittal reviews, RFI reviews and responses, reviews of payment and change order requests, material monitoring, monitoring of the project schedule, completion of labor compliance services and monitoring of traffic control requirements.



Client: **County of Imperial**
 Project Name: **LTA Phase III Rehabilitation of Various County Road**
 Year: **2015**
 Project Team: **Juny Marmolejo, Rolando Sanchez, and David Barron**



Description: The Holt Group Project Team provided construction management for the placement of crack sealing and seal coats, milling of existing asphalt pavement, asphalt concrete pavement overlay, shoulder backing construction, monument preservation, installation PCC along storm wash areas, and signage and striping. Comprehensive construction management services were provided which included the following: administration of the pre-construction meeting and preparing associated agenda's and memoranda; progress meeting coordination with the Contractor, County, and Geotechnical Consultants; monitoring of safety conditions at the project site and conflict resolution; monitoring of construction activities on a daily basis including the preparation of daily construction activity reports; submittal reviews; RFI reviews and responses; reviews of payment and change order requests; monitoring of the project schedule; completion of labor compliance services; monitoring of traffic control requirements; completion of project close out activities; and completion of project as built plans.



Client: **City of Holtville**
 Project Name: **City of Holtville – 5th Street/Highway 115 Improvement Project**
 Year: **2013**
 Project Team: **Juny Marmolejo and Sameer Patel**

Description: The Holt Group Project Team completed the design, survey, bidding and construction management for pedestrian sidewalk, curb returns, curb and gutter, driveway and street reconstruction improvements. The project also required utility coordination for relocation of existing utility infrastructure and encroachment. As part of the construction management services for the project, The Holt Group Staff provided weekly meeting coordination pre-

construction meeting and preparing associated agenda's and memoranda, weekly meeting coordination with the Contractor, City, Caltrans, Utility Purveyors and Geotechnical Consultants, monitoring of safety conditions at the project site and conflict resolution, coordination with public safety agencies regarding street impacts, monitoring of construction activities on a daily basis including the preparation of daily construction inspection reports, submittal reviews, RFI reviews and responses, reviews of payment and change order requests, material monitoring, monitoring of the project schedule, completion of labor compliance services, monitoring of traffic control improvements, completion of project close out activities, completion of project as built plans and assistance with project audits. All resident engineering services were completed in accordance with the Caltrans LAPM.



Client: City of Calipatria
Project Name: Lake Avenue, Bonita Place, International Boulevard and Imperial Avenue Improvement Project
Year: 2013
Project Team: Juny Marmolejo and Sameer Patel

Description: The Holt Group Project Team completed the design, bidding and construction management for the Lake Avenue, Bonita Place, International Boulevard and Imperial Avenue Improvement Project. The road way improvements included the installation of ada compliant pcc curb returns, pcc crossgutters, the installation of A.C. Pavement over class 2 base, the installation of concrete driveway entrances and sidewalk and the installation of A.C. dikes along the roadway edges. The Holt Group, Inc. completed coordination activities with utility purveyors regarding identification and relocation of utilities. The Holt Group met with the local residences adjoining the improved street section to ensure the interfacing of street infrastructure was accomplished to the satisfaction of the residents. The Construction Management Services provided for the project also included weekly meeting and pre-construction meeting coordination, participation and preparing associated agenda's and memoranda, monitoring of safety conditions at the project site, monitoring of construction activities on a daily basis including the preparation of daily construction inspection reports, submittal reviews, RFI reviews and responses, reviews of payment and change order requests, material monitoring, monitoring of the project schedule, completion of labor compliance services, completion of project close out activities and completion of project as built plans.



Client: City of Holtville
Project Name: City of Holtville – 4th Street Junction Improvement Project
Year: 2010/2011
Project Team: Juny Marmolejo and Sameer Patel

Description: The Holt Group Project Team completed the design, survey, bidding and construction management for sidewalk, crossgutters, curb and gutter, driveway, water and stormwater facilities, bike path facilities, and total street reconstruction improvements. The project also required utility coordination for relocation of existing utility infrastructure and encroachment. The Holt Group, Inc. provided the City of Holtville with right of way research and assessment, conceptual plan development, preparation of a Hydrology Study per Caltrans Standards, coordination with IID and Caltrans, a Caltrans Encroachment Permit Application, preparation of specifications and preparation of SWPPP, and completion of grant administration documentation. Comprehensive construction management services were provided which included weekly meeting coordination with the Contractor, City, Caltrans, Utility Purveyors and Geotechnical Consultants, monitoring of construction activities on a daily basis including the preparation of daily construction inspection reports, submittal reviews, RFI reviews and responses, reviews of payment and change order requests, material monitoring, monitoring of the project schedule, completion of labor compliance services, completion of project close out activities, completion of project as built plans and assistance with project audits. All resident engineering services were completed in accordance with the Caltrans LAPM.

PROFESSIONAL REFERENCES

Nick Wells

City Manager
City of Holtville
121 West Fifth Street
Holtville, CA 92250
Tel: 760/356-2912

Romualdo Medina

City Manager
City of Calipatria
125 N. Park Avenue
Callpatria, CA 92233
Tel: 760/348-4141

Laura Fischer

General Manager
Heber Public Utility District
1078 Dogwood Road
Heber, CA 92249
Tel: 760/482-2440

John Gay, P.E.

Director of Public Works
County of Imperial
155 S. 11th Street
El Centro, CA 92243
Tel: 442/265-1818

III. ANALYSIS OF EFFORT/METHODOLOGY

SPECIFIC TECHNIQUES AND METHODS TO BE USED TO PERFORM WORK

The Holt Group, Inc. approach to managing and completing any type of construction related project is to be as thorough and accurate as possible. The Holt Group's Engineering Staff will be present at the project site on a full time and continuous basis to ensure that infrastructure improvements are being constructed in accordance with the project improvement plans, specifications and any applicable encroachment permits. The Holt Group's Engineering Staff will monitor every aspect of the construction activities taking place and will work diligently to ensure that the project remains on or ahead of schedule in addition to within budget. The Holt Group will monitor and coordinate with the utility agencies involved with the project to maintain the project schedule and costs. The Holt Group's Engineering Team will keep in daily contact with the City of Calexico Staff and keep them abreast of ongoing activities related to the project. The Holt Group's Engineering Staff will be preparing daily construction activity reports and forwarding them to the City of Calexico on a daily basis in addition to the preparation of weekly reports which will provide an overall summary of construction activities and milestones met on a weekly basis. The Holt Group's Engineering Staff will also monitor the quantities of materials utilized at the site to mitigate project change orders. If issues of great significance occur, The Holt Group's Engineering Staff will immediately contact the City of Calexico to review the issue at hand and work diligently to arrive at a resolution. The Holt Group Engineering Staff will also closely monitor safety provisions, potential conflicts and contractor labor related matters to ensure that the Contractor and Subcontractors are adhering to the required wage rates and state regulations. If selected, The Holt Group, Inc. ensures that the City of Calexico will always know the condition of the project at any given time. The Holt Group staff will also be available to attend any post Caltrans or FHWA audits and will maintain a separate set of hard copy and electronic LAPM records for the City of Calexico. These hard copy documents and electronic documents will be delivered to the City of Calexico at the conclusion of the project.

The following is a list of services that will be provided to the County of Imperial in accordance with the RFP and The Holt Group, Inc. general resident engineering and construction inspection practices.

- **Coordination and Meetings**
 - **Pre-Construction Conference** - Coordinate and chair the Pre-Construction Conference. Prepare the Pre-Construction Conference Agenda and Memorandum within the required timeframes noted in the RFP. Distribute the Agenda and Memorandum to all associated parties.
 - **Coordination with the General Public and Public Safety Agencies** - Notify the general public and public safety agencies of the project, the upcoming construction activities, roadway closures and proposing alternative driving routes. Complete meetings with public safety agencies and any applicable residents as required.
 - **Coordination with the Geotechnical Consultant** - Coordinate with the project geotechnical and material testing consultant to ensure all required material and compaction testing is completed as required by the City approved Quality Assurance Program (QAP) project improvement plans and specifications. Also complete required reviews and acquire geotechnical material evaluation slips. Complete reviews of geotechnical consultant invoicing as required.
 - **Coordination with Utility Agencies** - Maintain contact with the utility agencies throughout the project. Request utility representatives be present at the site when utilities are effected by the project construction process.

- **Resident Engineering and Construction Inspection Services**
 - **Submittal Review Assistance** - Assist and/or complete the review of various applicable project submittals. Coordinate with the City of Calexico for final acceptance or rejection of project submittals.
 - **Resident Engineering and Construction Inspection Services**
 - Full Time Resident Engineering and Construction Inspection Services. Services to be completed by a Registered Civil Engineer.
 - Monitor the completion of the roadway infrastructure improvements to ensure that all improvements were constructed in accordance with the project improvement plans and specifications.
 - Coordination with utility purveyors, Air Pollution Control District, and other agencies.
 - Prepare Daily Construction Inspection Reports and distribute to the City of Calexico and all applicable parties at the conclusion of each work day.
 - Conduct all work and prepare all documentation in compliance with the provisions of the Caltrans Local Assistance Procedures Manual (LAPM).
 - Monitor dust control activities at the project site.
 - Monitor Stormwater Pollution Prevention Plan (SWPPP) compliance.
 - Verify that all Erosion Control is set up and maintained throughout the duration of the project.
 - Monitor Safety Conditions and Traffic Control Activities at the Project Site.
 - Monitor and resolve project conflicts. Inform the City of Calexico of any issues and/or conflicts as they become present.
 - Collect and review all material slips delivered to the project site. Monitor and track all project material quantities.
 - Prepare Weekly Summary Report highlighting the Project Progress and Schedule, Potential Issues and similar items.
 - Review project Progress Payment Applications and Change Order Request. Coordinate with the City of Calexico with regard to final approval of all Payment Applications and Change Order Requests.
 - Review and prepare responses to RFI Submittals. Coordinate with the City of Calexico and the Design Engineer prior to the issuance of responses to RFI's.
 - Coordinate with Geotechnical and Material Testing Consultant including reviewing project documentation and Geotechnical and Material Testing Consultant payment applications.
 - Assist with the completion of Project Close Out activities and documentation. Includes pre-final and final walkthroughs, preparation of Project Summary Report and preparation and recording of project Notice of Completion.
 - Obtain As-Built notes for the preparation of As-Built Plans.
 - Keep contract files in different categories (payment requests, change orders, RFI's labor compliance, etc.) as these files will be used by the granting agency to audit the work. Assist with project audit as required.
 - Provide Labor Standards Compliance Services (including on site interviews, documentation review and the preparation of the end of month report).
- **Project Deliverables**
 - Daily Construction Inspection Reports (to be submitted at the conclusion of each work day)
 - Weekly Summary Reports including all weekly project data obtained (to be submitted at Weekly Meeting)
 - End of Month Labor Compliance Report (to be submitted at the conclusion of each calendar month)
 - Project Summary Report to be completed in accordance with the RFP provisions and As-Built Plans
 - Notebooks and electronic copies of all prepared and obtained project documentation. All final project documentation will be submitted with all LAPM documents at the conclusion of the project.

PROJECT TIMELINE WITH SPECIFIC TASKS

The Holt Group proposes to provide the requested Construction Management and Inspection Services as noted within the contents of the project RFP and within this proposal. The Holt Group will begin providing the Construction Management Services at the issuance of the Contractor Notice of Award until the recordation of the project Notice of Completion. It is anticipated that construction activities will be completed within 180 calendar days.

The exact project timeline for Construction Management and Inspection Services depend on the issuance of the Construction Award of Contract and the construction schedule of the contractor. The Holt Group, Inc. Staff will work diligently to ensure that the construction is completed within the required work days as specified within the Contract Documents. We will also coordinate with the City of Calexico Staff on a daily basis to ensure that construction activities are proceeding as scheduled.

Item No.	Task Summary	Hours by Holt Group Staff Type			Total Hours
		Resident Engineer	Assistant Resident Engineer	Labor Compliance Monitor	
1	Preconstruction Conference	8	8		16
2	Weekly Progress Meetings and Report Preparation	13	13		26
3	Submittal Review Assistance	20	40		60
4	Full Time Resident Engineering and Construction Inspection Services		912		912
5	Prepare Daily Inspection Reports	25	50		75
6	Labor Standards Compliance Services			90	90
7	Review and Processing of Payment Applications	6	40		46
8	Request for Change Order and Requests for Information (RFI)	8	8		16
9	Pre-Final Inspection	8	8		16
10	Project Summary Report	8	8		16
11	Project Folders & Documentation	8	12		20
Project Total		104	1,099	90	1,293

- Juny Marmolejo, P.E. (Resident Engineer)
- Sameer Patel, P.E. (Resident Engineer)
- Todd Richardson, E.I.T. (Assistant Resident Engineer)
- David Barron (Assistant Resident Engineer)

Caltrans LAPM Exhibits

EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

NOT APPLICABLE

TO: CALTRANS DISTRICT _____
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 (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The City/County/Region of _____
submits our annual 9-B information for the Federal Fiscal Year beginning on _____ and ending on _____

Disadvantaged Business Enterprise Liaison Officer (DBELO)

(Please provide the name, address, phone number, fax number, and electronic mail address of the DBELO for the coming Federal Fiscal Year.)

Planned Race-Neutral Measures

(Please detail the race-neutral measures your local agency plans to implement for the upcoming Federal Fiscal Year per 49 CFR 26.51 and Section V of the Caltrans DBE Program Implementation Agreement for Local Agencies.)

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

(Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR 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.

(Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.)

(Signature)

(Date)

(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

(Phone Number)

(Signature of Caltrans District Local Assistance Engineer)

(Date)

Distribution: (1) Original - DLAE
(2) Signed copy by the DLAE - Local Agency

NOT APPLICABLE
(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.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 8.00 %

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 10-01 *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 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

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

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

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

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. HPLUL-5168(017) Bid Opening Date May 21, 2018

The City of Calexico established a Disadvantaged Business Enterprise (DBE) goal of 8.00 % 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
Labor Compliance Consultants of Southern California	05/14/2018
Dynamic Engineering Services, Inc.	05/18/2018

- 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
Labor Compliance Consultants of Southern California	5/14/2018	Followed up by E-mail on 5/18/2018
Dynamic Engineering Services, Inc.	5/18/2018	Followed up by E-mail on 5/19/2018

- 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
Labor Compliance Services	No		\$13,500.00	10.48%

- 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:

Dynamic Engineering Services, Inc
11762 De Palma Road, Suite 1C88
(951)471-8890
Higher Bid Amount than Selected Sub-Consultant to Provide Labor Compliance Services

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

Labor Compliance Consultants of Southern California
P.O. Box 2660 El Centro, CA 92244
(760)791-6914

- 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:

Followed up by E-mail in Regard to Technical Questions related to Plans and Specifications

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
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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.

Shane Goff

From: Shane Goff
Sent: Monday, May 14, 2018 2:55 PM
To: 'cransdell@lccsc.net'
Subject: Request for Proposals Construction Management and Inspection Services for Cesar Chavez Boulevard Improvements Project
Attachments: RFP_for_Construction_Management_and_Inspection_Services_-_Federal_Project_No._HPLUL-5168(017).pdf

Crystal,

Attached is the RFP in regard to the above referenced project. Please provide a not to exceed amount to provide Labor Compliance Services at your earliest convenience.

Regards,

Shane Goff
The Holt Group, Inc.
1601 N. Imperial Avenue
El Centro, CA 92243
Ph: 760.337.3883
Fx: 760.337.5997
Email: sgoff@theholtgroup.net

Shane Goff

From: crystal ransdell <cransdell@lccsc.net>
Sent: Friday, May 18, 2018 1:22 PM
To: Shane Goff
Cc: Juny Marmolejo
Subject: Labor Compliance Proposal for Cesar Chavez Blvd Improvements
Attachments: proposal combined.pdf

Please find the attached proposal for labor compliance. Thank you for the opportunity to provide this proposal to you. We look forward to the opportunity to work with The Holt Group on this project!

Sincerely,
Crystal

Crystal Ransdell
Labor Compliance Consultants of Southern California
PO Box 2660
El Centro, CA 92244
760-791-6914
cransdell@lccsc.net





PROPOSAL

**Labor Compliance Consulting Services
For
City of Calexico Cesar Chavez Blvd. Improvements
Federal Project No.: HPLUL-5168(017)**

May 18, 2018

Prepared by:

**Crystal Ransdell
Labor Compliance Consultants Of
Southern California
Box 2660
Imperial, CA 92244
951-6914**

Requested by:

**Juny Marmolejo
The Holt Group
1601 N. Imperial Avenue
Imperial, CA 92243
760-337-3883**

I. EXECUTIVE SUMMARY

HISTORY OF FIRM & SUMMARY OF QUALIFICATIONS

Labor Compliance Consultants of Southern California (LCCSC) is a consulting firm offering Labor Standards Compliance Consulting and Contractor Monitoring services to both private and public-sector clients in Southern California and Western Arizona. LCCSC recommends and will perform training in office to all the contractor's labor compliance staff and supervisors. We have a staff of trained and experienced labor compliance monitors and interviewers.

LCCSC has provided labor compliance consulting services to our governmental sector clients in ensuring Federal and State of California Labor Standards Compliance on many of their public works projects. The Staff of LCCSC has attended several training sessions pertaining to the California Department of Industrial Relations prevailing wage requirements for public works projects and has attended two Labor Compliance Program seminar trainings at Fresno State University. Individual training by Ms. Karen Belcher with the Department of Apprenticeship Standards has provided up to date training per the California Labor Code § 1777.5, the apprenticeship requirements, to the LCCSC Staff. Additionally, the LCCSC Staff has attended numerous training sessions provided by the Housing and Urban Development Department for public works projects. The training sessions reviewed compliance with Davis Bacon and Related Acts and Wage Guidelines. LCCSC maintains a bilingual Labor Standards Compliance Staff for onsite worker interviews to assist in facilitating accurate data collection and reporting.

LCCSC has provided Labor Standards Compliance Services for the cities of Westmorland, Brawley, Imperial, Holtville, Calexico and El Centro in addition to the County of Imperial. LCCSC has provided Labor Standards Compliance Services for private clients, including but not limited to Chelsea Investment Corporation, Emmerson Construction, TCI Construction, Trademark Construction, and JMR Construction of Chattanooga Tennessee. LCCSC has provided Labor Standards Compliance Services for several types of infrastructure related projects including but not limited to building construction, water, sewer and storm infrastructure improvements, roadway improvements and various others construction related projects.

LCCSC has performed the monitoring activities of the 3rd Party Labor Compliance Program operations for the Calexico Unified School District and the City of Brawley's LCP for the park project funded through proposition 84 bonds. LCCSC has performed the Labor Compliance Monitoring for the City of El Centro's LCP for the Skate Park project also funded through proposition 84 bonds. A list of labor standards compliance projects is included herein.

PRIMARY CONTACT FOR PROPOSAL

Mrs. Crystal Ransdell
Senior Labor Standards Compliance Officer
P.O. Box 2660
El Centro, CA 92244
(760) 7691-6914
cransdell@lccsc.net

LOCATION OF EL CENTRO OFFICE

Labor Compliance Consultants of So. Cal
1601 N. Imperial Avenue
El Centro, CA 92243
(760) 791-6914
cransdell@lccsc.net

PRIMARY CONTACT FOR LABOR COMPLIANCE

Mrs. Crystal Ransdell
Senior Labor Standards Compliance Officer
P.O. Box 2660
El Centro, CA 92244
(760) 7691-6914
cransdell@lccsc.net

LOCATION OF SAN DIEGO OFFICE

Labor Compliance Consultants of So. Cal.
Attn: Ms. Jennifer Dupont
Senior Labor Standards Compliance Officer
6339 Paseo Del Lago
Carlsbad, CA 92011
(619) 388-9147
jdupont@lccsc.net

ORGANIZATIONAL CHART

Ms. Crystal Ransdell, CFO
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist
Section 3 Specialist

Ms. Jennifer Dupont, Office Mgr.
Senior Labor Compliance Officer
CPR / DIR / DBRA Specialist
Section 3 Specialists

Mr. Richard Ransdell, Consultant
Senior Consultant
CPR / DIR / DBRA Specialist

PROJECT TEAM HIGHLIGHTS:

LCCSC is a professional services firm well-seasoned in Labor Standards Compliance. LCCSC's labor compliance staff has worked on various construction projects in the Imperial County. Therefore, LCCSC would be highly sensitive to the needs of our clients herein Southern California.

LCCSC IS DBE AND SWBE CERTIFIED- FIRM ID 44834

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

To provide employment and advancement opportunities to all individuals, employment decisions at Labor Compliance Consultants of Southern California are based on merit, qualifications, and abilities. Except where required or permitted by law, employment practices are not influenced or affected by an applicant's or employee's race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

II. PROJECT APPROACH & SCOPE OF WORK

LCCSC shall be responsible for assisting **The Holt Group, Inc.** with activities needed to ensure that workers employed by the Prime Contractor and any subcontractors are hired and paid in compliance with all applicable State and Federal Laws. Mrs. Ransdell shall serve as the contact person for all issues related to labor standards compliance pertaining to this project.

The project consists of the Labor Compliance Monitoring for

City of Calexico Cesar Chavez Blvd Improvements with the estimated construction costs of \$1,298,323.00 and approximately 6 months under construction.

Many different subcontractors and worker classifications will be present at the site which may require a substantial amount of Labor Standards Compliance oversight. It is critical that the labor compliance officers be involved at the commencement of the project to ensure timely compliance with the various aspects of labor standards compliance laws. Mrs. Ransdell shall prepare the current wage decisions and review the construction contract to ensure the required contract verbiage is included in the prime contractor's contract with his subcontractors.

The estimated construction time is 180 calendar days from the date on the notice to proceed. The labor standards activities are expected to extend for a total of eight (8) months. One (1) month prior to construction activities, six (6) months of construction activities and two (2) months following completion of the construction to obtain the final documentation from all contractors and subcontractors. Labor Standards Compliance Services will include the following:

A. Wage Decisions Monitoring

LCCSC shall obtain the applicable Federal Wage Decisions from the awarding agency and the California DIR Wage Decisions from the DIR web site as required and monitor any modification and applicable changes to the various worker classifications applicable to this project. LCCSC shall notify **The Holt Group, Inc.** of any modifications to worker wage decisions are made.

B. Pre-bid Conference, Contractor Eligibility, and Certifications and Pre-Construction Conference

LCCSC will perform the following duties:

1. LCCSC shall assist in the preparation of the bid advertisement and will attend the Pre- Bid Conference and provide labor standards compliance information and shall be made available by telephone or e-mail for further consultation as requested. LCCSC proposes to provide information packets to the contractor and all subcontractors as needed.
2. LCCSC shall research all bidding General Contractors to ensure they are registered with the DIR and are eligible to perform construction activities on a public works projects in California. LCCSC shall ensure the awarding agency has complied with the DIR requirement to register their public works project and have received a DIR project number. Following the bid openings and the project award, LCCSC shall verify the General Contractor and sub-contractor's eligibility through the State Contractors Licensing Board and the State of California and the Federal debarment lists.
3. LCCSC shall attend the Pre-Construction Conference and provide a labor standards compliance handout of the Department of Industrial Relations informational pertaining to public works projects. LCCSC shall be made available for further consultation by telephone or email and labor standards compliance training as requested. LCCSC recommends that a pre-construction training session concerning labor standards provision, administration, apprenticeship requirements and enforcement be conducted.
4. LCCSC shall make available to the contractors and sub-contractors the required forms, documentation and contract language requirements and will provide access to the LCCSC website to obtain the forms, documentation and contract language requirements.

C. Monitoring of Certified Payroll Reports, On Site Employee Interviews, and Progress Payment Review Assistance.

1. **Payroll Reviews:** LCCSC shall review certified payroll reports and ensure compliance with state and federal regulations. Submitted payrolls shall be reviewed promptly for compliance with applicable labor standards. The SB 854 requirement to submit Electronic Certified Payroll Reports online to the DIR will be monitored to ensure submission. LCCSC will ensure the state and federal statement of compliances are signed and attached to all certified payroll reports and shall review fringe benefits, deductions, and computations verifying that all required information is provided. Comments and correction notices pertaining to the submitted subcontractor documentation shall be forwarded to the Prime Contractor promptly.
2. **On-Site Employee Reviews:** LCCSC will conduct on-site interviews with various employees of the contractor/sub-contractors to include at least ten percent (10%) of the workers in all job classifications. The interviews will be compared against applicable payrolls for compliance with wage decisions. The on-site interviews will be scheduled to minimize the inconvenience for the Contractor and employee.
3. **Request for Information:** LCCSC shall inform **The Holt Group, Inc.** in writing, immediately upon receipt of a Request for Information (RFI) from an individual or individuals requesting copies of any forms or documents. LCCSC shall respond accordingly to all RFI's received on behalf of **The Holt Group, Inc.**, the Prime Contractor, and all subcontractors.
4. **Progress Payment Review Assistance:** LCCSC shall assist **The Holt Group, Inc.** and Prime Contractor with the review of the Contractors Payment Request to ensure compliance with labor standards. Once each month LCCSC will perform a complete review of all labor compliance files and will prepare an End of the Month Report (EOM) and forward to **The Holt Group, Inc.** and Prime Contractor informing of the status of the labor compliance files. When contractors are delinquent or tardy in providing labor compliance documentation, it will be noted and LCCSC will inform the Prime Contractor's accounting department, so they may withhold progress payment as needed.

D. Correction of Violations

In the event that non-compliance of labor standards results in underpayment to employees, LCCSC will take immediate action limited to the following:

1. **Notification:** LCCSC shall immediately notify **The Holt Group, Inc.** and the prime contractor of wage adjustments and requirements and shall notify the contractor in violation to immediately provide restitution and revisions to the certified payroll reports.
2. **Withhold Funds:** LCCSC shall recommend, if applicable, that **The Holt Group, Inc.** and the Prime Contractor withhold sufficient funds from the subcontractor to provide restitution to under paid workers or to effectuate compliance and shall obtain full compliance from the subcontractor for any noncompliance issue.

E. Reports

LCCSC shall promptly prepare the required reports and forward said reports to **The Holt Group, Inc.** and Prime Contractor to ensure that the City of Calexico has ample time to comply with the reporting requirements of the Federal agencies.

1. LCCSC shall prepare the semi-annual and annual reports for DBRA and submit them to **The Holt Group, Inc.** to sign and forward to the Awarding Agency (As Required)
2. LCCSC shall require from subcontractor the monthly Contractor's/Subcontractor's Section 3 Monthly Report (Parts I and II) and shall inform the prime contractor to communicate the requirements to prepare the monthly Contractor's/Subcontractor's Section 3 Monthly Report (Parts I and II) from all sub-contractors. (As Required)
3. LCCSC shall prepare the Final Compliance Report required and submit it to **The Holt Group, Inc.** to sign and forward to the HUD Administration. (As Required)

F. Labor Compliance Files

1. LCCSC shall protect and maintain the labor compliance files in a locked secure cabinet for the duration of the project.
2. Upon completion of all construction activities and the labor compliance auditing requirements, LCCSC will provide to **The Holt Group, Inc.** all original and additional copies of the Labor Standards Compliance documentation including but not limited to the certified payroll reports, fringe benefits statements, contracts, daily sign in sheets, contractor's license documentation, etc. **The Holt Group, Inc.** shall provide these documents to the City of Calexico to keep and store for 5 years as required by law.

3. LCCSC shall make the labor standards compliance files available for inspection and review upon request by **The Holt Group, Inc.**, the City of Calexico or to any State or Federal agency that has jurisdiction over this public works project and after construction activities have ceased. Upon request, LCCSC shall assist with any audit or review.

FEE SCHEDULE FOR SERVICES

Our 2018 Fee Schedule for Labor Standards Compliance Services is included in this Proposal. Our Fee Schedule shall be updated each calendar year. The updated Hourly Rate Structure for Labor Standards Compliance Services shall be subject to review and approval by **The Holt Group, Inc.** prior to implementation on this project.

VI. FEE SCHEDULE

I. SCHEDULE AND COMPENSATION

LCCSC shall provide Labor Compliance Services as outlined in within the contents of this proposal. In the event additional services are required beyond this contract, the hourly rate schedule is attached.

II. PROPOSED ESTIMATED COSTS

Understanding that the estimated start of construction is approximately June 2018 and the construction is scheduled for 180 calendar days. There are preliminary services before the start of construction and post completion services. LCCSC shall provide **The Holt Group, Inc.** with the Labor Standards Compliance Services requirements with a not to exceed amount of: **\$13,500.**

LCCSC's services shall be invoiced in six (6) monthly installments of \$1,800 the end of each month beginning with the notice to proceed, with the final payment of \$2,700 due with the notice of completion being filed. Additional fees may be required in that event that delays are caused by a contractor or subcontractor's noncompliance with labor standards and wage rate decisions. Incidental fees i.e.: Mileage, copies, postage, etc. shall be invoiced in addition to the hourly rate compensation.

Not to Exceed Costs: \$ 13,500.00

HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

Effective January 1, 2017 through December 31, 2018

Labor Standards Services

Senior Labor Compliance Officer

\$90.00/hour

Bilingual Interviewer

\$75.00/hour

Reimbursable Expenses

Photocopies (each)

\$0.35

Postage & Long-Distance Phone Calls

Cost + 15%

Vehicle Mileage

\$0.575/mile

Prepared by:

May 18, 2018

Crystal Ransdell

Crystal A. Ransdell

LCCSC

P.O. Box 2660

El Centro, CA 92244

Shane Goff

From: Shane Goff
Sent: Monday, May 21, 2018 9:05 AM
To: 'Chia-Chi Wang'
Subject: RE: City of Calexico - Construction Management and Inspection Services for Cesar Chavez Boulevard Improvements - THG Proposal #2018-041

Chai-Chi,

Thank you for forwarding the proposal. Will keep you posted regarding the project selection.

Thanks,

Shane Goff
The Holt Group, Inc.
1601 N. Imperial Avenue
El Centro, CA 92243
Ph: 760.337.3883
Fx: 760.337.5997
Email: sgoff@theholtgroup.net

From: Chia-Chi Wang [<mailto:ccwang@dynamicsesi.com>]
Sent: Sunday, May 20, 2018 3:04 PM
To: Shane Goff
Subject: Re: City of Calexico - Construction Management and Inspection Services for Cesar Chavez Boulevard Improvements - THG Proposal #2018-041

Hello Shane,

Attached is the cost proposal for your review. Thank you for the teaming opportunity.

Have a great day.

Chia-Chi Wang, Principal
Dynamic Engineering Services, Inc.
SBE | W/MBE | DBE | UDBE
Office: (951)471-8890
Fax: (951)471-8892
Cell: (951)892-1420

This e-mail and any attachments contain Dynamic Engineering Services, Inc. confidential information that may be proprietary or privileged. If you have received this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

On Fri, May 18, 2018 at 2:24 PM, Shane Goff <sgoff@theholtgroup.net> wrote:

Good afternoon Chia-Chi,

The Holt Group is looking for a quotation to provide labor compliance services with regards to the above referenced project. Attached is the RFP to assist with your quotation. The construction period is to be 180 calendar days (approximately 6 months). The proposal is due next Monday, 5/21/2018 so it would be much appreciated if you send your quotation as soon as you can. Please let me know if you need any additional information.

Regards,

Shane Goff

The Holt Group, Inc.

1601 N. Imperial Avenue

El Centro, CA 92243

Ph: 760.337.3883

Fx: 760.337.5997

Email: sgoff@theholtgroup.net



COST PROPOSAL

County of Imperial				
Dogwood Road Improvement Project				
I. DIRECT LABOR				
Classification	Name	Hours*	Rate	Total
Labor Compliance Offic	Chia-Chi Wang	100	\$60.00	\$6,000.00
* Hours are calculated based on 6 weeks project duration				
Subtotal Direct Labor Costs:				\$6,000.00
Anticipated Salary Increased:				\$0.00
Total Direct Labor Cost:				\$6,000.00 (1)
II. INDIRECT COSTS, Overhead Rate		110.77% x (1)		\$6,646.20 (2)
III. FEE (Profit)		10% x (1)+(2)		\$1,264.62 (3)
IV. OTHER DIRECT COSTS				
Travel, Per Diem				
Computer				
Phone				
Fuel, additional				
Vehicle				
Total Other Costs:				\$0.00 (4)
V. TOTAL COST				\$13,910.82 (Total 1-4)

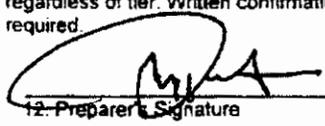
- 1 Cost proposal is based on average number of hours per month for the entire construction duration of 30 working days from the NTP date. Company Holiday include New Year Day, MLK Day, President Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving (2 days), Christmas Day
- 2 Cost for job-site construction management office, office equipment and office furniture ARE NOT included in this estimate. Other direct costs are estimate based on project duration. Invoicing will be based on submitted hourly rates with overhead and fee multipliers included.
- 3 Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services and fees. 6% salary increase shall accrue effective 1/1/2013 and on the first day of following year
- 4 Prevailing Wage - Wages for Inspection subject to California Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.

Submitted By: *[Signature]*

Date: **May 20, 2018**

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Calexico 2. Contract DBE Goal: 8.00%
 3. Project Description: Cesar Chavez Boulevard Improvements
 4. Project Location: Cesar Chavez Boulevard between SR-98 and Second Street
 5. Consultant's Name: The Holt Group, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Labor Compliance Services	44834	Labor Compliance Consultant of Southern California	10.48%	
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	10.48 %	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature James G. "Jack" Holt 14. Preparer's Name Secretary/CFO 15. Preparer's Title			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate		13. Date 05/21/2018 15. Phone 760-337-3883		
20. Local Agency Representative's Signature		21. Date		
22. Local Agency Representative's Name		23. Phone		
24. Local Agency Representative's Title				

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

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

NOT APPLICABLE

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Federal Use Only:

Standard Form LLL Rev 04-28-06

Distribution: Orig-Local Agency Project Files

EXHIBIT B
SCHEDULE OF CHARGES

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 The Hoit Group

Project No. HPLUL-5168(017)

Contract No. _____

Date 05/21/2018

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	Juny Marmolejo	104	\$ 105.00	\$ 10,920.00
(Sr. Civil Engineer)	Sameer Patel	1,139	\$ 95.00	\$ 108,205.00
(Envir. Scientist)			\$	\$
(Inspector)**			\$	\$

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 119,125.00

b) Anticipated Salary Increases (see page 2 for calculation)

\$ 0

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 119,125.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0 %)

e) Total Fringe Benefits [(c) x (d)] \$ 0

Overhead (Rate: 0 %)

g) Overhead [(c) x (f)] \$ 0

h) General and Administrative (Rate: 0 %)

i) Gen & Admin [(c) x (h)] \$ 0

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 0

FIXED FEE

k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee _____ %** \$ 119,125.00

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** \$ 0.00

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

Subconsultant 1: Labor Compliance Consultants of Southern California

\$ 13,500.00

Subconsultant 2:

\$

Subconsultant 3:

\$

Subconsultant 4:

\$

m) **TOTAL SUBCONSULTANTS' COSTS** \$ 13,500.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$ 13,500.00

TOTAL COST [(c) + (j) + (k) + (n)] \$ 132,625.00

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. 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.
3. 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

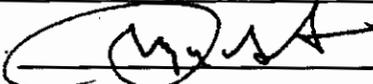
Certification of Direct Costs:

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: James G. "Jack" Holt Title *: Secretary/CFO
 Signature:  Date of Certification (mm/dd/yyyy): 05/21/2018
 Email: jack@theholtgroup.net Phone Number: (760)337-3883
 Address: 1601 N. Imperial Avenue, El Centro, CA 92243

*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:

<p>Construction Management and Inspection Services</p>
--

EXHIBIT C

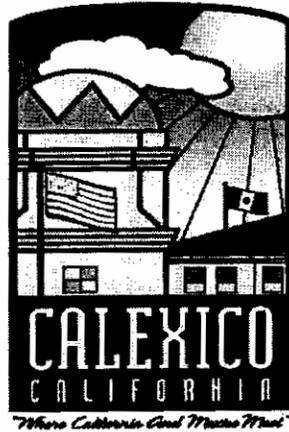
CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

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



Request for Proposals
Construction Management and
Inspection Services for
Cesar Chavez Blvd. Improvements
Federal Project No.: HPLUL-5168(017)

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

April 29, 2018

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VIII	Submittal Deadline	10

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 and field inspection professionals to provide Construction Management and Inspection Services for Cesar Chavez Blvd. Improvement Project Federal Project No. HPLUL-5168(017). 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 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 Cesar Chavez Boulevard from Second Street to Grant Street as a five-lane primary road with two (2) northbound lanes and three (3) southbound lanes separated by a raised median. From Grant Street to Highway 98, Cesar Chavez would be improved to a four (4) lane primary road with a median allowing for turn pockets at intersections. Cross streets will be modified and signalized intersections will be installed.

II. SCOPE OF WORK

Provide Construction Management 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.
- 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 (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 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	April 29, 2018
Consultant Proposals Due	May 21, 2018 at 2:00p.m.
Consultant Interviews (TBD)	Week of June 4 th , 2018
Consultant Selection and Negotiations	Week of June 11, 2018
City Council Approval of Contract	June 20, 2018
Project Completion	June 30, 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 and Inspection Services" and delivered on or before 2:00p.m. on May 21, 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 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	_____
Familiarity and/or specific experience with local, state and federal project procedures using LAPM for local agency advertised projects (25 Points)		
4	Points Awarded	_____
Overall quality of proposal, including qualifications and thoroughness (5 Points)		
5	Points Awarded	_____
	Total Score	_____

Comments: _____

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.

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 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 _____, 2016, at _____, California.

Consultant

EXHIBIT C

EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT _____
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 (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The City/County/Region of _____
submits our annual 9-B information for the Federal Fiscal Year beginning on _____ and ending on _____.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

(Please provide the name, address, phone number, fax number, and electronic mail address of the DBELO for the coming Federal Fiscal Year.)

Planned Race-Neutral Measures

(Please detail the race-neutral measures your local agency plans to implement for the upcoming Federal Fiscal Year per 49 CFR 26.51 and Section V of the Caltrans DBE Program Implementation Agreement for Local Agencies.)

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

(Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR 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.

(Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.)

(Signature)

(Date)

(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

(Phone Number)

(Signature of Caltrans District Local Assistance Engineer)

(Date)

Distribution: (1) Original - DLAE
(2) Signed copy by the DLAE - Local Agency

(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.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

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

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

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

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. HPLUL-5168(017) Bid Opening Date May 21, 2018

The City of Calexico 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

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.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Calexico 2. Contract DBE Goal: _____
 3. Project Description: Cesar Chavez Blvd. Improvement
 4. Project Location: Cesar Chavez Blvd. between SR-98 and Second Street
 5. Consultant's Name: _____ 6. Prime Certified DBE:

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

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-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: _____%) c) 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 [(c) + (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 <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$250,000.00	5000		\$50.00	

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

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager * Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Buddy Black – Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	
Land Surveyor **	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2016	12/31/2016	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2017	12/31/2017	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2018	12/31/2018	\$0.00	0.0%	\$00 - \$00

(Add pages as necessary)

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

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

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

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

Note: Add additional pages if necessary.

NOTES:

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

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Calexico 2. Contract DBE Goal: _____
 3. Project Description: Cesar Chavez Blvd. Improvements
 4. Project Location: Cesar Chavez Blvd. between SR-98 and Second Street
 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: <u>HPLUL-5168(017)</u> 21. Federal-Aid Project Number: <u>HPLUL-5168(017)</u> 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.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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 E

**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

Consultant Annual Certification of Indirect Costs and Financial Management System

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)
 - Cognizant ICR Audit Local Gov't ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov't ICR Audit

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

Name**: _____ 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 \geq \$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: Firms with Cognizant Approval Letter for ICR FYE proposed	CATEGORY 2: Firms with Caltrans Acceptance ID Number for ICR FYE proposed **	CATEGORY 3: Firms Requesting Safe Harbor Rate (SHR)	If not Categories 1-3	
				CATEGORY 4: Contracts \geq \$150K to < \$1M and participating amounts \geq to \$150K	CATEGORY 5: Contracts \geq \$1M and participating amounts \geq \$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 \geq \$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.