

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE
AND BIGGS CARDOSA ASSOCIATES INC. FOR ENGINEERING SERVICES DURING
CONSTRUCTION FOR THE CALABAZAS CREEK BRIDGE REPLACEMENT PROJECT
AT OLD MOUNTAIN VIEW-ALVISO ROAD**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BIGGS CARDOSA ASSOCIATES INC. ("CONSULTANT"), a California corporation.

WHEREAS, CITY conducted Request for Proposals No. F14-98 and selected CONSULTANT to perform engineering design and related services for the Calabazas Creek Bridge Replacement at Old Mountain View-Alviso Road; and

WHEREAS, CONSULTANT has completed the design phase of the project and CITY now desires to secure engineering services during construction; and

WHEREAS, CONSULTANT represents that it, and its sub-consultants, if any, possess the professional qualifications and expertise to provide the required services and are licensed by the State of California to practice engineering in the required disciplines;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work" and in accordance and compliance with the federal funding requirements established in Chapter 10 of the CALTRANS Local Assistance Procedures Manual and associated exhibits and forms attached hereto and/or incorporated by reference. To accomplish that end, CONSULTANT agrees to assign Anthony Notaro to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Notice to Proceed/Completion of Services

- (a) CONSULTANT shall commence services upon receipt of a Notice to Proceed from CITY. Notice shall be deemed to have occurred three (3) calendar days after deposit in the regular course of the United States mail.
- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the Scope of Work (Exhibit "A"), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

The term of this Agreement shall be from the date of execution through project completion, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

4. Allowable Costs and Payments

The method of payment for this Agreement will be based on the actual cost plus fixed fee contract type as defined in Chapter 10 of the California Department of Transportation Local Assistance Procedures Manual. CITY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the attached CONSULTANT's Compensation Schedule (Exhibit "B") and associated Exhibit 10-H, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds CITY's approved overhead set forth in the Compensation Schedule and associated Exhibit 10-H. In the event that CITY determines that a change to the work from that specified in the Scope of Work (Exhibit "A") and Agreement is required, the contract time and/or actual costs reimbursable by CITY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in this section shall not be exceeded, unless authorized by contract amendment.

In addition to the allowable incurred costs, CITY will pay CONSULTANT a fixed fee (profit) of 10% as set forth in Exhibit "10-H". The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the Scope of Work and such adjustment is made by contract amendment.

Compensation shall not exceed the amounts set forth in Exhibit "B" for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of ONE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED EIGHTY and NO/100 DOLLARS (\$123,780.00), inclusive of the fixed fee (profit) enumerated in Exhibit "10-H", unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

Reimbursement for transportation and subsistence costs shall not exceed the costs in the attached Compensation Schedule. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

If milestone cost estimates are included in the Compensation Schedule, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from CITY before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items as required, CITY shall have the right to delay payment and/or terminate this Agreement in accordance with Section 24.

CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by the CITY of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated in the Compensation Schedule and shall reference the project title. The final invoice must contain the final cost and all credits due CITY. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work.

5. No Assignment of Agreement

CONSULTANT bind themselves, their partners, successors, assigns, executors, and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this

Agreement or any of the work provided for under this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of CITY. However, claims for money due to or to become due to CONSULTANT from CITY under this Agreement may be assigned to a bank, trust company or other financial institutions, or to a trustee in bankruptcy, provided that written notice of any such assignment or transfer shall be first furnished to CITY. In case of the death of one or more members of CONSULTANT's firm, the surviving member or members shall complete the services covered by this Agreement. Any such assignment shall not relieve CONSULTANT from any liability under the terms of this Agreement.

6. Consultant is an Independent Contractor

CONSULTANT is not an agent or employee of CITY but is an independent contractor with full rights to manage its employees subject to the requirements of the law. All persons employed by CONSULTANT in connection with this Agreement will be employees of CONSULTANT and not employees of CITY in any respect. CONSULTANT is responsible for obtaining statutory Workers' Compensation coverage for its employees.

7. Consultant's Services to be Approved by a Registered Professional

All reports, costs estimates, plans and other documents which may be submitted or furnished by CONSULTANT shall be approved and signed by a qualified registered professional in the State of California. The title sheet for calculations, specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of certificate and signature of the professional responsible for their preparation.

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations reports and other documents furnished under the Scope of Work (Exhibit "A") shall be of a quality acceptable to CITY. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well-organized, technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar projects.

9. Responsibility of CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under this Agreement. Neither CITY's review, acceptance nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement.

Any acceptance by CITY of plans, specifications, calculations, construction contract documents, reports, diagrams, maps and other material prepared by CONSULTANT shall not, in any respect, absolve CONSULTANT for the responsibility CONSULTANT has in accordance with customary standards of good

engineering practice in compliance with applicable Federal, State, County and/or municipal laws, ordinances, regulations, rules and orders.

10. Right of CITY to Inspect Records of CONSULTANT

CITY, through its authorized employees, representatives, or agents, shall have the right, at any and all reasonable times, to audit the books and records including, but not limited to, invoices, vouchers, canceled checks, time cards of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years from the date of final payment to CONSULTANT or for any longer period required by law, sufficient books and records in accordance with generally accepted accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT. Any expenses not so recorded shall be disallowed by CITY.

11. Confidentiality of Material

All ideas, memoranda, specifications, plans, calculations, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for CONSULTANT and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY be used for any purposes other than the performance of the Project services, nor be disclosed to an entity not connected with the performance of the Project services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name, insignia or distribute exploitative publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

12. No Pledging of CITY's Credit

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

13. Ownership of Material

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared or caused to be prepared, under this Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited, in any way, in its use of said material, at any time, for work associated with Project. However, CONSULTANT shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

14. Hold Harmless/Indemnification

To the extent permitted by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT agrees to indemnify, defend and hold harmless CITY, its officers and employees from any and all claims, demands, actions, causes of action, losses, damages, liabilities, known or unknown, and all costs and expenses, including reasonable attorneys' fees in connection with any injury or damage to persons or property to the extent arising out of any negligence, recklessness or willful misconduct of CONSULTANT, its officers, employees, agents, contractor, subcontractors or any officer, agent or

employee thereof in relation to CONSULTANT's performance under this Agreement. Such defense and indemnification shall not apply in any instance of and to the extent caused by the sole negligence, recklessness or willful misconduct of CITY, its officers, employees, agents or representatives.

15. Insurance Requirements

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and/or endorsements as specified in Exhibit "C."

16. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or sent by commercial courier, addressed as follows:

To CITY: Manuel Pineda, Director of Public Works
Department of Public Works
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: BIGGS CARDOSA ASSOCIATES INC.
Attn: Anthony Notaro
865 The Alameda
San Jose, CA 95126

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail, by commercial carrier, or hand-delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

18. Waiver

CONSULTANT agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

19. Amendments

No alterations or changes to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

20. Integrated Agreement

This Agreement embodies the agreement between CITY and CONSULTANT and its terms and conditions. No verbal agreements or conversation with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

21. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

22. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

23. Records, Reports and Documentation

CONSULTANT shall maintain complete and accurate records of its operation, including any and all additional records required by CITY in writing. CONSULTANT shall submit to CITY any and all reports concerning its performance under this Agreement that may be requested by CITY in writing. CONSULTANT agrees to assist CITY in meeting CITY's reporting requirements to the state and other agencies with respect to CONSULTANT's work hereunder. All records, reports and documentation relating to the work performed under this Agreement shall be made available to City during the term of this Agreement.

24. Termination of Agreement

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

25. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of CITY. Such consent may be issued with notice to proceed if subcontract consultants are listed in the project work plan.

26. Fair Employment

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background or marital status, in violation of state or federal law.

27. Changes

CITY or CONSULTANT may, from time to time, request changes in the terms and conditions of this Agreement. Such changes, which are mutually agreed upon by CITY and CONSULTANT, shall be incorporated in amendments to this Agreement.

28. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

29. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

30. Captions

The captions of the various sections, paragraphs and subparagraphs, of the contract are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

31. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

32. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

BIGGS CARDOSA ASSOCIATES INC.
("CONSULTANT")

City Attorney

By _____

Name/Title

By _____

Name/Title

Exhibit "A" Scope of Work

Department of Public Works
456 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707

Attention: Mr. Humza Javed

Subject: Old Mountain View-Alviso Road Bridge Replacement
Construction Support Services

Dear Humza:

Biggs Cardosa Associates, Inc. is pleased to submit the following proposal to provide Construction Support Services on the subject project.

The structural scope of work will include:

Task 1. Project Management/ Administration Services to include:

- Design Team management and administration
- Attend pre-construction meeting
- Attend construction field meetings (up to 6 meetings assumed) upon request by the City
- Participate in monthly teleconference with Resident Engineer (up to 6 meetings assumed)

Task 2. Construction Support Engineering Services to include:

- Assist City Resident Engineer (RE) with responses to Contractor initiated Requests for Information (RFIs) related to structural, civil, electrical, geotechnical, landscape and all other elements of work.
- Review Contractor structural shop drawings and structural calculations to include:
 - Concrete, mortar and grout mix designs
 - Bar reinforcing steel shop drawings
 - Steel Piling Shop Drawings
 - Pile Driving System Submittal
 - Miscellaneous metal and metal casing shop drawings
 - Precast element shop drawings
 - Precast element erection plans
 - Certificates of Compliance for structural elements

- Assist RE with review of non-structural shop drawings as requested. This task assumes that the primary non-structural reviews will be performed by the RE and includes an allowance for providing support to the RE related to:
 - General civil traffic control and utility elements of work
 - General electrical elements of work
 - General landscaping elements of work
 - General geotechnical elements of work
- Assist RE with preparation of minor City requested Contract Change Orders (CCOs).
- Prepare Record Drawings from one consolidated master mark-up set of RE red line comments provided to Biggs Cardosa Associates.
- Conduct geotechnical field observation during driving of piles. The project requires installation of a total of twenty-eight (28) steel pipe piles to depths from approximately 70 to 85 feet. Full-time field observation will be provided by trained field personnel. Observations will be from a geotechnical perspective and in accordance with the project plans and specifications. The materials testing will be provided by others. A total of seven working days has been assumed for pile construction. Depending on Contractor operations, geotechnical observation may also be required during initial driving and restrike of the piles while dynamic monitoring is performed. The field engineer will be at the site to observe the driving operation and perform multiple checks during the dynamic monitoring. The dynamic monitoring is to be performed by a specialty subcontractor to the Contractor. It is not the intent of the field engineer to dictate the contractor's 'means and methods of construction operations' but to be available to the RE for providing additional information and support.
- Provide input/draft responses for Notices of Potential Claims at the request of the City and includes an allowance for providing support to the RE.
- Attend final inspection walk through with City RE.

The following assumptions were made in preparing this scope of work:

- A. The City will assign a Resident Engineer (RE) to the project that will be responsible for day to day oversight of the City's Contractor.
- B. Work is limited to limited to major items of work only as outlined herein. Minor and construction management and administration elements will be reviewed/ by the RE.
- C. All shop drawing submittals and RFIs for Design Team review will be routed and coordinated through the RE to BCA.
- D. The RE will provide any necessary coordination with the affected utility companies, adjacent property owners or other outside entity affected by the work.
- E. Shop drawing reviews are provided for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose

of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. Consultants review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences or procedures. Consultant's review of a specific item shall not indicate approval of an assembly of which the item is a component.

- F. Construction inspection services are not included in the current scope of work. A proposal for these services can be provided by Biggs Cardosa Associates upon request.
- G. This proposal is based on the above assumptions. The actual costs could be lower or higher than the estimate depending upon the requested services and the Contractor's schedule. Our services will be provided on a time and materials basis.

Biggs Cardosa Associates, Inc. proposes to provide the Construction Support scope of services outlined in this proposal on a time and material basis, including expenses, as follows:

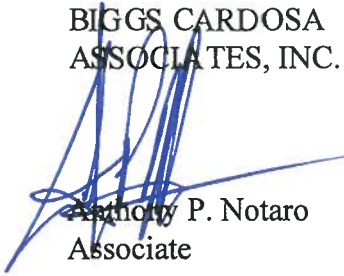
\$ 32,211 Task 1: Construction Management/ Administration
\$ 89,729 Task 2: Construction Support Services
\$ 1,840 Task 3: Reimbursables
\$123,780 Construction Support Services Total

Client agrees to limit the liability of consultant, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum of \$50,000 or consultant's fee, whichever is greater. However, if consultant's fee exceeds \$250,000, liability to the client and to all contractors and subcontractors shall not exceed \$250,000.

Please sign below and return to our office to authorize work to begin on this project. Should you have any questions, please do not hesitate to call

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.


Anthony P. Notaro
Associate

AGREED TO BY: _____
City of Sunnyvale

DATE: _____

Exhibit "B" Compensation Schedule

2/7/2017

OAR-MV: Fee Schedule

City of Sunnyvale
Summary of Combined Consultant Total Costs

Phase	BCA	BKF	Callander	Parikh	AEC	Total
	Prime (Project Mgmt/ Structural)	Sub (Civil/ROW/ Survey/Utilities)	Sub (Landscape Arch)	Sub (UDBE) (Geotech/ HazMat)	Sub (UDBE) (Elect Engr)	
Phase 5 - CONSTRUCTION SUPPORT SERVICES						
1.0 PROJECT MANAGEMENT AND ADMINISTRATION						
1.1 Design team Management and Administration	\$ 17,816	\$ -	\$ -	\$ -	\$ -	\$17,816
1.2 Meetings	\$ 8,208	\$ 3,918	\$ 920	\$ 1,049	\$ 300	\$14,395
						\$0
2.0 CONSTRUCTION SUPPORT ENGINEERING						\$0
2.1 Request for Information	\$ 13,404	\$ 3,606	\$ 1,651	\$ 2,064	\$ 2,400	\$23,125
2.2 Structural Shop Drawings	\$ 18,372	\$ -	\$ -	\$ -	\$ -	\$18,372
2.3 Non-Structural Shop Drawings	\$ 2,184	\$ 1,750	\$ 1,597	\$ -	\$ 1,800	\$7,331
2.4 Minor Contract Change Orders (CCOs)	\$ 8,084	\$ 4,154	\$ -	\$ -	\$ 900	\$13,138
2.5 Record Drawings	\$ 6,648	\$ 5,814	\$ -	\$ 689	\$ 600	\$13,751
2.6 Geotechnical Field Observation	\$ -	\$ -	\$ -	\$ 10,209	\$ -	\$10,209
2.7 Notices of Potential Claims	\$ 2,136	\$ -	\$ -	\$ -	\$ -	\$2,136
2.8 Final Inspection	\$ 1,668	\$ -	\$ -	\$ -	\$ -	\$1,668
Subtotal Phase 5	\$78,520	\$19,242	\$4,168	\$14,010	\$6,000	\$121,940
REIMBURSABLES						
Plots	\$ 250	\$ -	\$ -	\$ -	\$ -	\$250
Reproduction & Printing	\$ 250	\$ 200	\$ 450	\$ -	\$ -	\$900
Travel	\$ -	\$ 200	\$ 200	\$ -	\$ -	\$400
Delivery Services	\$ 250	\$ -	\$ 40	\$ -	\$ -	\$290
	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Subtotal Reimbursables	\$750	\$400	\$690	\$0	\$0	\$1,840
Base Services Totals						
Subtotal Direct Labor (Dollars)	\$78,520	\$19,242	\$4,168	\$14,010	\$6,000	\$121,940
Subtotal Reimbursables	\$750	\$400	\$690	\$0	\$0	\$1,840
Project Total (Dollars)	\$79,270	\$19,642	\$4,858	\$14,010	\$6,000	\$123,780
	BCA	BKF	Callander	Parikh	AEC	Total
				UDBE Subconsultants		
				UDBE %	16.17%	

OAR-MV: Fee Schedule*City of Sunnyvale*Staff Person-Hour Breakdown: **Biggs Cardosa Associates, Inc. (Project Management/Structural)**

Phase	Principal	Associate	Senior Engineer	Project Engineer	Staff Engineer	Senior CAD Drafter	Secretarial		Total Hours	Total Dollars
Rate (\$/hr):	\$216	\$192	\$150	\$135	\$122	\$122	\$88			
Phase 5 - CONSTRUCTION SUPPORT SERVICES										
1.0 PROJECT MANAGEMENT AND ADMINISTRATION										
1.1 Design Team Management and Administration	12	60	20	0	0	0	8	0	100	\$17,816
1.2 Meetings	3	30	12	0	0	0	0	0	45	\$8,208
2.0 CONSTRUCTION SUPPORT ENGINEERING										
2.1 Request for Information	4	20	40	20	0	0	0	0	84	\$13,404
2.2 Structural Shop Drawings	2	20	40	60	0	0	0	0	122	\$18,372
2.3 Non-Structural Shop Drawings	1	4	8	0	0	0	0	0	13	\$2,184
2.4 Minor Contract Change Orders (CCOs)	2	12	16	12	0	8	4	0	54	\$8,084
2.5 Record Drawings	1	8	18	0	0	18	0	0	45	\$6,648
2.6 Geotechnical Field Observations	0	0	0	0	0	0	0	0	0	\$0
2.7 Notices of Potential Claims	0	8	4	0	0	0	0	0	12	\$2,136
2.8 Final Inspection	0	4	6	0	0	0	0	0	10	\$1,668
Subtotal Phase 5 (hr)	25	166	164	92	0	26	12	0	485	
Subtotal Phase 5 (\$)	\$5,400	\$31,872	\$24,600	\$12,420	\$0	\$3,172	\$1,056	\$0		\$78,520
Reimbursables										
Plots										\$250
Reproduction & Printing										\$250
Travel										\$0
Delivery Services										\$250
										\$0
Subtotal Reimbursables (\$)										\$750
Base Services Totals										
Total Hours	25	166	164	92	0	26	12	0	485	
Total Dollars	\$5,400	\$31,872	\$24,600	\$12,420	\$0	\$3,172	\$1,056	\$0		\$78,520
Subtotal Reimbursables										\$750
Project Total (Dollars)										\$79,270

Staff Person-Hour Breakdown: Biggs Cardosa Associates, Inc. (Project Management/Structural)

OAR-MV: Fee Schedule*City of Sunnyvale*Staff Person-Hour Breakdown: **Biggs Cardosa Associates, Inc. (Project Management/Structural)**

Phase	Principal	Associate	Senior Engineer	Project Engineer	Staff Engineer	Senior CAD Drafter	Secretarial		Total Hours	Total Dollars
Rate (\$/hr):	\$216	\$192	\$150	\$135	\$122	\$122	\$88			
Phase 5 - CONSTRUCTION SUPPORT SERVICES										
1.0 PROJECT MANAGEMENT AND ADMINISTRATION										
1.1 Design Team Management and Administration	12	60	20	0	0	0	8	0	100	\$17,816
1.2 Meetings	3	30	12	0	0	0	0	0	45	\$8,208
2.0 CONSTRUCTION SUPPORT ENGINEERING										
2.1 Request for Information	4	20	40	20	0	0	0	0	84	\$13,404
2.2 Structural Shop Drawings	2	20	40	60	0	0	0	0	122	\$18,372
2.3 Non-Structural Shop Drawings	1	4	8	0	0	0	0	0	13	\$2,184
2.4 Minor Contract Change Orders (CCOs)	2	12	16	12	0	8	4	0	54	\$8,084
2.5 Record Drawings	1	8	18	0	0	18	0	0	45	\$6,648
2.6 Geotechnical Field Observations	0	0	0	0	0	0	0	0	0	\$0
2.7 Notices of Potential Claims	0	8	4	0	0	0	0	0	12	\$2,136
2.8 Final Inspection	0	4	6	0	0	0	0	0	10	\$1,668
Subtotal Phase 5 (hr)	25	166	164	92	0	26	12	0	485	
Subtotal Phase 5 (\$)	\$5,400	\$31,872	\$24,600	\$12,420	\$0	\$3,172	\$1,056	\$0		\$78,520
Reimbursables										
Plots										\$250
Reproduction & Printing										\$250
Travel										\$0
Delivery Services										\$250
										\$0
Subtotal Reimbursables (\$)										\$750
Base Services Totals										
Total Hours	25	166	164	92	0	26	12	0	485	
Total Dollars	\$5,400	\$31,872	\$24,600	\$12,420	\$0	\$3,172	\$1,056	\$0		\$78,520
Subtotal Reimbursables										\$750
Project Total (Dollars)										\$79,270

Staff Person-Hour Breakdown: Biggs Cardosa Associates, Inc. (Project Management/Structural)

OAR-MV: Fee Schedule

City of Sunnyvale

Staff Person-Hour Breakdown: **BKF Engineers (Civil/ROW/Survey/Utilities)**

Phase	Senior Assoc	Project Manager	Eng III	Eng II	Eng I	Tech	Clerical		Total Hours	Total Dollars
Rate (\$/hr):	\$206	\$190	\$162	\$142	\$124	\$139	\$77			
Phase 5 - CONSTRUCTION SUPPORT SERVICES										
1.0 PROJECT MANAGEMENT AND ADMINISTRATION									0	\$0
1.1 Design team Management and Administration	0	0	0	0	0	0	0		0	\$0
1.2 Meetings	6	9	6	0	0	0	0		21	\$3,918
2.0 CONSTRUCTION SUPPORT ENGINEERING									0	\$0
2.1 Request for Information	2	4	4	8	4	0	2		24	\$3,606
2.2 Structural Shop Drawings	0	0	0	0	0	0	0		0	\$0
2.3 Non-Structural Shop Drawings	0	2	4	4	0	0	2		12	\$1,750
2.4 Minor Contract Change Orders (CCOs)	3	4	4	8	8	0	0		27	\$4,154
2.5 Record Drawings	3	3	0	8	0	24	2		40	\$5,814
2.6 Geotechnical Field Observations	0	0	0	0	0	0	0	0	0	\$0
2.7 Notices of Potential Claims	0	0	0	0	0	0	0	0	0	\$0
2.8 Final Inspection	0	0	0	0	0	0	0	0	0	\$0
Subtotal Phase 5 (hr)	14	22	18	28	12	24	6	0	124	
Subtotal Phase 5 (\$)	\$2,884	\$4,180	\$2,916	\$3,976	\$1,488	\$3,336	\$462	\$0		\$19,242
Reimbursables										
Plots										\$0
Reproduction & Printing										\$200
Travel										\$200
Delivery Services										\$0
										\$0
Subtotal Reimbursables (\$)										\$400
Base Services Totals										
Total Hours	14	22	18	28	12	24	6	0	124	
Subtotal Direct Labor (Dollars)	\$2,884	\$4,180	\$2,916	\$3,976	\$1,488	\$3,336	\$462	\$0		\$19,242
Subtotal Reimbursables										\$400
Project Total (Dollars)										\$19,642

Staff Person-Hour Breakdown: BKF Engineers (Civil/ROW/Survey/Utilities)

OAR-MV: Fee Schedule

City of Sunnyvale

Staff Person-Hour Breakdown: **Callander Associates Landscape Architecture, Inc. (Landscape Architecture)**

Phase	Principal	Construction Manager	Associate	Designer 1	Project Administrator				Total Hours	Total Dollars
Rate (\$/hr):	\$198	\$144	\$141	\$83	\$57					
Phase 5 - CONSTRUCTION SUPPORT SERVICES										
1.0 PROJECT MANAGEMENT AND ADMINISTRATION									0	\$0
1.1 Design team Management and Administration	0	0	0	0	0	0	0	0	0	\$0
1.2 Meetings	0	6	0	0	1	0	0	0	7	\$920
									0	\$0
2.0 CONSTRUCTION SUPPORT ENGINEERING									0	\$0
2.1 Request for Information	1	7	2	2	0	0	0	0	12	\$1,651
2.2 Structural Shop Drawings	0	0	0	0	0	0	0	0	0	\$0
2.3 Non-Structural Shop Drawings	0	8	2	2	0	0	0	0	12	\$1,597
2.4 Minor Contract Change Orders (CCOs)	0	0	0	0	0	0	0	0	0	\$0
2.5 Record Drawings	0	0	0	0	0	0	0	0	0	\$0
2.6 Geotechnical Field Observations	0	0	0	0	0	0	0	0	0	\$0
2.7 Notices of Potential Claims	0	0	0	0	0	0	0	0	0	\$0
2.8 Final Inspection	0	0	0	0	0	0	0	0	0	\$0
Subtotal Phase 5 (hr)	1	21	4	4	1	0	0	0	31	
Subtotal Phase 5 (\$)	\$198	\$3,019	\$564.56	\$330	\$57	\$0	\$0	\$0		\$4,168
Reimbursables										
Plots										\$0
Reproduction & Printing										\$450
Travel										\$200
Delivery Services										\$40
										\$0
Subtotal Reimbursables (\$)										\$690
Base Services Totals										
Total Hours	1	21	4	4	1	0	0	0	31	
Subtotal Direct Labor (Dollars)	\$198	\$3,019	\$565	\$330	\$57	\$0	\$0	\$0		\$4,168
Subtotal Reimbursables										\$690
Project Total (Dollars)										\$4,858

Staff Person-Hour Breakdown: Callander Associates Landscape Architecture, Inc. (Landscape Architecture)

OAR-MV: Fee Schedule

City of Sunnyvale

Staff Person-Hour Breakdown: **Parikh Consultants, Inc. (Geotechnical Engineering/HazMat)**

Phase	Project Manager	Senior Project Manager (QA/QC)	Senior Project Engineer	Staff Engineer	Field Engineer				Total Hours	Total Dollars
Rate (\$/hr):	\$262	\$190	\$134	\$95	\$125					
Phase 5 - CONSTRUCTION SUPPORT SERVICES										
1.0 PROJECT MANAGEMENT AND ADMINISTRATION									0	\$0
1.1 Design team Management and Administration	0	0	0	0	0	0	0	0	0	\$0
1.2 Meetings	4	0	0	0	0	0	0	0	4	\$1,049
2.0 CONSTRUCTION SUPPORT ENGINEERING										
2.1 Request for Information	1	1	12	0	0	0	0	0	14	\$2,064
2.2 Structural Shop Drawings	0	0	0	0	0	0	0	0	0	\$0
2.3 Non-Structural Shop Drawings	0	0	0	0	0	0	0	0	0	\$0
2.4 Minor Contract Change Orders (CCOs)	0	0	0	0	0	0	0	0	0	\$0
2.5 Record Drawings	0	0	3	3	0	0	0	0	6	\$689
2.6 Geotechnical Field Observation	1	2	6	0	70	0	0	0	79	\$10,209
2.7 Notices of Potential Claims	0			0	0	0	0	0	0	\$0
2.8 Final Inspection	0			0	0	0	0	0	0	\$0
Subtotal Phase 5 (hr)	6	3	21	3	70	0	0	0	103	
Subtotal Phase 5 (\$)	\$1,574	\$570	\$2,820	\$286.02	\$8,761	\$0	\$0	\$0		\$14,010
Reimbursables										
Plots										\$0
Reproduction & Printing										\$0
Travel										\$0
Delivery Services										\$0
Subtotal Reimbursables (\$)										\$0
Base Services Totals										
Total Hours	6	3	21	3	70	0	0	0	103	
Subtotal Direct Labor (Dollars)	\$1,574	\$570	\$2,820	\$286	\$8,761	\$0	\$0	\$0		\$14,010
Subtotal Reimbursables										\$0
Project Total (Dollars)										\$14,010

Staff Person-Hour Breakdown: Parikh Consultants, Inc. (Geotechnical Engineering/HazMat)

OAR-MV: Fee Schedule

City of Sunnyvale

Staff Person-Hour Breakdown: **Alliance Engineering Consultants, Inc. (Electrical Engineering)**

Phase	Principal	Project Manager	Senior Engineer	Project Designer					Total Hours	Total Dollars
Rate (\$/hr):	\$199	\$150	\$115	\$100						
Phase 5 - CONSTRUCTION SUPPORT SERVICES										
1.0 PROJECT MANAGEMENT AND ADMINISTRATION										
1.1 Design team Management and Administration	0	0	0	0	0	0	0	0	0	\$0
1.2 Meetings	0	2	0	0	0	0	0	0	2	\$300
2.0 CONSTRUCTION SUPPORT ENGINEERING										
2.1 Request for Information	0	16	0	0	0	0	0	0	16	\$2,400
2.2 Structural Shop Drawings	0	0	0	0	0	0	0	0	0	\$0
2.3 Non-Structural Shop Drawings	0	12	0	0	0	0	0	0	12	\$1,800
2.4 Minor Contract Change Orders (CCOs)	0	6	0	0	0	0	0	0	6	\$900
2.5 Record Drawings	0	2	0	3	0	0	0	0	5	\$600
2.6 Geotechnical Field Observations	0	0	0	0	0	0	0	0	0	\$0
2.7 Notices of Potential Claims	0	0	0	0	0	0	0	0	0	\$0
2.8 Final Inspection	0	0	0	0	0	0	0	0	0	\$0
Subtotal Phase 5 (hr)	0	38	0	3	0	0	0	0	41	
Subtotal Phase 5 (\$)	\$0	\$5,700	\$0	\$300	\$0	\$0	\$0	\$0		\$6,000
Reimbursables										
Plots										\$0
Reproduction & Printing										\$0
Travel										\$0
Delivery Services										\$0
Subtotal Reimbursables (\$)										\$0
Base Services Totals										
Total Hours	0	38	0	3	0	0	0	0	41	
Subtotal Direct Labor (Dollars)	\$0	\$5,700	\$0	\$300	\$0	\$0	\$0	\$0		\$6,000
Subtotal Reimbursables										\$0
Project Total (Dollars)										\$6,000

Staff Person-Hour Breakdown: Alliance Engineering Consultants, Inc. (Electrical Engineering)

Exhibit "C"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, his agents, representatives, or employees.

Minimum Scope and Limits of Insurance: Consultant shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Errors and Omissions** Liability Insurance appropriate to the Consultants Profession: \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City of Sunnyvale. The consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** and **automobile liability** policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.

Claims Made Coverage

If the General Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Sunnyvale for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sunnyvale.

Verification of Coverage

Consultant shall furnish the City of Sunnyvale with original a Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City of Sunnyvale prior to commencement of work.

Exhibit “D”

**Completed Federal Forms
(To be Attached When Completed by Consultant)**

Exhibit 10-O1 Consultant Proposal DBE Commitment

Exhibit 10-O2 Consultant Contract DBE Commitment

Exhibit 10-H Consultant Cost Proposal

Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System

Exhibit 10-Q Disclosure of Lobbying Activity

EXHIBIT 10-R A &E SAMPLE CONTRACT LANGUAGE

(For Local Assistance Federal-aid Projects)

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ARTICLE IV PERFORMANCE PERIOD (Verbatim)

(A time must be set for beginning and ending the work under the contract. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the contract. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the contract.

(Choose either Option 1 or Option 2)

(Option 1 - Use paragraphs A & B below for standard and on-call contracts)

- A. This contract shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

(Option 2 - Use paragraph C below in addition to paragraphs A & B above for on-call contracts)

- C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by contract amendment.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

(Choose either Option 1, 2, 3, or 4)

(Option 1 - Use paragraphs A through J below for Actual Cost-Plus-Fixed Fee contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(AMOUNT). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable

incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

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

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

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 2 - For Cost per Unit of Work contracts, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project. Use Exhibit 10-H, Example #3 for Cost Proposal Format)

- A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.
- B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be \$(Amount) per approved Cost Proposal. This rate shall be for a fully equipped vehicle, with radio and flashing yellow light (if needed), as specified in Article II of this contract.

The specified rate to be paid for equipment shall be, as listed in Attachment (Insert Attachment Number).

- C. The method of payment for this contract, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and contract is

required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “I,” shall not be exceeded unless authorized by contract amendment.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 3 - Use paragraphs A through Q for Specific Rates of Compensation contracts [such as on-call contracts]. Use Exhibit 10-H, Example #2 for Cost Proposal Format)

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT’s Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY’S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY’S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be

submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)

(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed \$ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

(Option 4 - Use paragraphs A through F below for lump sum contracts. Use Exhibit 10-H, Example #1 for Cost Proposal Format)

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT

is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT

ADMINISTRATOR) (ADDRESS)

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION (Verbatim)

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the Government shall be liable if this contract is terminated is dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

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

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

- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

- E. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
 2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICETO local agency no later than 60 days after occurrence of the last of these items.

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

ARTICLE X SUBCONTRACTING (Verbatim)

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

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

basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.” 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

(Choose either Option 1 or Option 2)

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

- A. CONSULTANT shall comply with the State of California’s General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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

- A. The State of California’s General Prevailing Wage Rates are not applicable to this contract.
Note: The Federal “Payment of Predetermined Minimum Wage” applies only to federal-aid construction contracts.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

(Choose either Option 1 or Option 2 if appropriate)

(Option 1 - Use paragraphs D & E below with paragraphs A, B and C above for PS&E contracts only)

- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through

joint-ownership, or otherwise.

- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(Option 2 - Use paragraphs D, E & F below with paragraphs A, B and C above for Construction Contract Administration contracts only)

- D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.
- E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.
- F. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

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

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

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

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

(For contracts with Federal funding, add paragraphs C & D)

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the

basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

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