



# CITY of COLFAX

C A L I F O R N I A

CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA



## Public Notice

**TO:** Qualified Construction Management and Inspection Firms

**DATE:** December 1, 2014

**SUBJECT:** Request for Qualifications – On-Call Construction Management and Inspection Firms

### I. GENERAL INFORMATION

- A. The City of Colfax is soliciting Statements of Qualifications (SOQs) from qualified firms that may lead to the award of a contract for On-Call Construction Management and Inspection Services associated with City Capital Projects and Private Development Projects, at various locations within the City of Colfax in Placer County, CA. In submitting your Statement of Qualification (SOQ), you shall comply with the instructions found herein.
- B. The Request for Qualification (RFQ) packet can be obtained at no cost on the City's website, at [www.colfax-ca.gov](http://www.colfax-ca.gov), under the "Government" section under "RFQ's". It is the respondent's responsibility to print the documents.
- C. Submit all questions concerning this RFQ in writing via email to Jim Fletter, Assistant City Engineer, by 5:00 p.m. December 11, 2014. Answers to submitted questions will be posted on the website by 5:00 p.m. on December 15, 2014. Consultants contacting the City directly seeking information about this RFQ may jeopardize the integrity of the selection process and risk possible disqualification. Any oral communication between the City and Consultant submitting an SOQ is not binding and will not modify the RFQ in any way.
- D. The estimated contract term is 3 years, beginning approximately March 1, 2015. The City may choose to contract with more than one consulting firm.
- E. The estimated contract amount total for the 3-year period is \$50,000 - \$150,000.
- F. Following successful negotiations with the top ranked consultant, the City may select the second ranked consultant to enter into negotiations with, to ensure availability of qualified consultant staff during peak construction periods.
- G. Federal and/or State prevailing wage rates apply to portions of the work. This requirement will be included in the contract.
- H. During the performance of a contract that may result from this RFQ, consultant and any 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 thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set

forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

- I. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Refer to Attachment 1 for DBE information. The City has not established a DBE goal for this contract. However, consultants who obtain DBE participation for this contract are requested to report it using Exhibit 10-02.
- J. This RFQ is not an offer to contract, and does not commit City of Colfax to pay any costs incurred in the preparation and presentation of submittals and interviews, or to select any interested firm, which responds. The City does not guarantee, either expressly or by implication, that any work or services will be required under any contract issued as a result of this RFQ.
- K. A contract shall not be awarded to a consultant that does not have an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. The successful consultant must be able to certify that all costs included in the contract are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 and that the cost proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31. The consultant's demonstrated financial responsibility, and familiarity with federal cost principles, will be used as an evaluation criterion during the evaluation and selection process.
- L. The City reserves the right to reject any and all submittals and to waive any informality, technical defect or clerical error. The SOQ will become part of the contract for furnishing the services. Proposers are bound by the responses contained in their SOQ. SOQs shall be submitted at each firm's own risk. If any errors exist in a submittal and the firm fails to notify the County prior to the deadline for submission, the firm shall not be entitled to additional compensation as a result of any errors or later corrections.

## **II. SCHEDULE FOR CONSULTANT SELECTION**

December 1, 2014	Issue Notice to list of Consultants
December 11, 2014	RFI deadline
December 18, 2014	SOQ's due to City
January 6, 2015	Complete review of SOQ's
January 9, 2015	Develop shortlist and notify Consultants
Week of January 19, 2015	Hold Interviews
January 27, 2015	Develop final ranking and notify Consultants
February 6, 2015	Deadline to negotiate contract
February 25, 2015	Council Contract award

## **III. SCOPE OF WORK/DELIVERABLES**

The work to be performed for this RFQ is described in the Scope of Services incorporated as Attachment 2, although additional work may be requested.

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#### IV. SUBMISSION OF STATEMENTS OF QUALIFICATIONS (SOQs)

- A. SOQs must be prepared in accordance with Attachment 3 "SOQ CONTENT AND FORMAT."
- B. SOQ package submittal instructions:
1. Four (4) copies of the SOQ containing all the indicated information shall be submitted. Faxed or electronic copies will not be accepted. SOQs will be accepted until 3:00 p.m. on December 18, 2014 and must be directed to:

**City of Colfax**  
**PO Box 702 (or 33 S. Main St.)**  
**Colfax, CA 95713**  
**Attention: City Clerk**

2. The SOQs must be submitted in a sealed package labeled as follows:
  - "SOQ for On-Call Construction Management and Inspection Services"
  - "Submittal deadline December 18, 2014"
  - "DO NOT OPEN"
3. SOQ submittals will be considered non-responsive if all copies are not received in the specified location by the date and time specified in this RFQ.

C. Conflicts of Interest

The consultant and any subconsultants shall disclose in the Transmittal Letter that accompanies the SOQ, potential or actual conflicts of interest as described below. Failure to submit the required information in the SOQ shall result in rejection of the SOQ for noncompliance with the RFQ requirements, or if later discovered during the term of the contract, the County may terminate the contract for default.

It is the City's practice to utilize the services of a different firm than the design firm to furnish construction engineering, testing and/or inspection services, to provide another level of review and reduce the risk of, or potential for, a conflict of interest. If applicable, the consultant and subconsultant shall include a statement about any current design work, or the potential for future design work that the consultant or subconsultant may become involved with, on projects administered by the City of Colfax.

Prospective consultants shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract. Prospective consultants shall also list current clients who may have a financial interest in the outcome of the contract.

The consultant and subconsultant shall notify the City in the event that any City employee has directly, or indirectly, any financial or other personal interest in connection with this contract or subcontract.

The existence of potential or actual conflicts of interest will be used as an evaluation criterion during the evaluation and selection process.

Signed by, \_\_\_\_\_  
Mark Miller, City Manager  
Contract Administrator

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List of Attachments:

1. **Attachment 1- 10-02 DBE Information WITH A GOAL THERE MAY BE OTHER OR DIFFERENT FORMS**
  2. **Attachment 2- Scope of Services**
  3. **Attachment 3- SOQ Content and Format**
  4. **Attachment 4- Selection Criteria**
  5. **Attachment 5- Consultant Certification of Costs and Financial Management System**
  6. **Attachment 6- Sample Consultant Agreement**
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**ATTACHMENT 1**

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION**

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

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

<p>Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:</p>			<p>_____</p>	
			<p>17. Preparer's Title</p>	
<p>_____</p>			<p>_____</p>	
<p>28. DLAE Name (Print)</p>	<p>29. DLAE Signature</p>	<p>30. Date</p>	<p>18. Date</p>	<p>19. (Area Code) Tel. No.</p>

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

## INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

### Consultant Section

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-1 *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-01 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

### Local Agency Section:

*The Local Agency representative shall:*

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

### Caltrans Section:

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

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
  29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
  30. **Date** - Enter the date that the DLAE signs this section the form.
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## ATTACHMENT 2

### SAMPLE SCOPE OF SERVICES

#### A. PURPOSE OF WORK

The City undertakes a limited number of private development and/or capital improvement projects each year, using a variety of private, local, state and federal funding sources. Because the City does not have the in-house facilities or staff to complete the following services, the successful firm will have the capability to perform professional and technical services required to support the City in the development and construction of projects, on an “as-needed” basis.

The on-call construction management and inspection work consists, in general, of performing hourly to daily field inspection of construction work, ensuring work is completed in accordance with the engineering plans and specifications, verifying material and equipment supplied by contractor is in accordance with approved submittals, and completing daily inspection reports with progress photograph. A more specific list of minimum required services are provided below.

Some projects may require construction management and inspection services while other project work may be limited to one of those services.

#### B. LOCATION OF WORK

Field work will be performed at any location in and around the City of Colfax. Some inspection may be required within unincorporated areas of Placer County but within 5 miles of the city limits.

#### C. REQUIRED SERVICES

All work under this task shall be performed in accordance with the directives given by the City Contract Administrator, or designee.

For each project where services under this contract are required, the City will issue a Work Order (WO) and shall request that the consultant prepare a Proposal. The Contract Administrator shall confer with the consultant to identify and refine the scope of services required. The Proposal shall detail the tasks required for a particular project, the schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The City Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project, and to establish the completion date. Consultant will only perform work that is assigned in an authorized WO, and award of a contract does not guarantee that any WO will be issued. Work shall not begin until a WOF has been approved by the City Contract Administrator and/or City Engineer.

### *TASK 1 – CONSTRUCTION MANGEMENT*

Consultant will provide some, if not all, of the following construction management (CM) services. Additional project specific services not listed below may be required under the contract.

- Project management
  - Coordinate, lead, attend project and construction meetings
  - Provide meeting agenda and minutes
  - Organize and files all construction related documentation
- Prepare and oversee project procedure manuals
- Review documents and permits
- Develop construction management plans
- Review design document
- Attend pre-bid conferences
- Coordinate and lead pre-construction conferences
- Manage construction communication and administration
- Management RFIs, shop drawings and other submittals
- Review, negotiate and prepare proposed change orders and change orders
- Manage disputes and dispute resolution
- Manage construction schedules and recovery schedules
- Review, prepare, and maintain As-Built drawings as necessary
- Review, negotiate and prepare payment requests, progress and final payments
- Provide quality assurance and review of inspection and contractor work
- Provide labor code and certified payroll review
- Provide and/or review project awareness and public outreach communications
- Prepare correspondence and reports related to construction approval and acceptance
- Coordinate and manage project close-out and any follow-on warranty inspections

### *TASK 2 – INSPECTION*

Consultant will provide some, if not all, of the following inspection services. If a project does not require CM services, then some service listed above may be required with the inspection services. Additional inspection services not list below may be required under the contract.

- Daily inspection logs/reports, including but not limited to
  - Summary of daily activity
  - Detail of daily activity
  - Division of contractor and subcontractor work
  - Logging of visitor and significant conversations
  - Review of storm water protection, environmental protection, safety, etc.
  - Lot of decisions/actions
  - Labor and equipment logs
  - Organization and labeling of daily photographs and videos

- Attend pre-construction and regular construction progress meetings
- Provide shop inspection services
- Coordinate field and laboratory testing services with City geotechnical consultant
- Coordinate other independent consultants
- Enforce programs and plans for public, traffic and contractor safety
- Provide punch lists of incomplete or deficient work

Deliverables:

As agreed upon by City and consultant in a WO for each project.

Schedule:

As agreed upon by City and consultant in a WO for each project.

Method of Payment:

Generally, Construction Managers, Inspectors and support staff will be paid on a time and material basis unless a fix cost WO is agreed to by all parties. The Consultant will invoice the City monthly for services rendered the prior month. The City agrees to pay the contact in the manner described in the "Sample Consultant Agreement" included with this RFQ as Attachment 6.

## ATTACHMENT 3

### SOQ CONTENT AND FORMAT

SOQs submitted for the requested services described in the RFQ must meet the following criteria to be considered for this project:

- 1. Transmittal Letter:** The letter shall state the names of the Project Manager and subconsultants, if any, that will perform the work including responsibilities of each. The letter shall include a statement regarding any conflicts of interest, and shall be signed by a Principal of the firm.
- 2. Approach to Work:** Using the Scope of Services as a guide, describe firm's experience with similar on-call work with a public agency, and the firm's typical managerial approach to this type of work. Describe the firm's operations in sufficient detail to present the proposed method of approach to meet the objectives of the work. Discuss any unique ideas/concerns relating to the services.
- 3. Specialized Experience and Qualifications:** Indicate experience gained from recent work similar to the proposed on-call services. A list of current and past work on similar projects, staff who worked on these projects and corresponding client's names, titles, email addresses, and phone numbers are to be included. Describe the qualifications and availability of staff and other professional, technical, and administrative resources which will be used to perform the work.
- 4. Project Team:** List of personnel available to the City along with their roles and responsibilities for the on-call services. Resumes shall be limited to one page per person, and shall include dates of degrees, professional certifications, dates, titles and location of relevant employment, and specific accomplishments relevant to the scope of work. Include an organizational chart of personnel. The City of Colfax reserves the right to approve consultant's project manager and any requested personnel and subconsultant changes during the course of the project.
- 5. Familiarity with state and federal procedures:** Describe the firm's experience on state or federally funded projects. Describe the status or provide a copy of any Indirect Cost Rate Evaluation, Cognizant Letter of Approval or audit report on a prior Caltrans or local agency contract for the Consultant and all subconsultants.
- 6. References:** Provide at least three, but no more than five, references (public agencies preferred) who can comment on the past performance of the firm and key staff, on providing services comparable to the proposed work, which was completed within the last five years.

The SOQ shall be no longer than the following page lengths:

Letter of transmittal:	2 pages
Sections 2-6 Descriptions:	20 pages (double sided)
Figures and illustrations:	5 pages

## ATTACHMENT 4

### SELECTION CRITERIA

The selection committee shall review the SOQs and select the most qualified consultants for further evaluation. The selection of the most qualified consultants shall be based solely on the information provided in the SOQ.

#### Evaluation Criteria:

1. **Understanding of the work to be done** (25pts)

The consultant's understanding of the work described in the RFQ and their role in construction quality assurance on agency projects.

2. **Experience with similar kinds of work** (20pts)

The consultant's experience directly relating to the services described in the RFQ and evidence of ability to complete the work to a high standard, within schedule, and on budget.

3. **Quality of staff for work to be done** (15pts)

The education, training, and commitment of personnel (Project Manager, Project Engineer(s), Lead Discipline Engineers, Inspectors, and sub-consultants) and their experience in the areas assigned.

4. **Capability of developing innovative or advanced techniques** (10pts)

This includes the approach to the project scope outlined in the RFQ, the understanding of the project scope, level of effort, schedule of work and proposed project management.

5. **Familiarity with state and federal procedures** (10pts)

The consultant's demonstrated familiarity with Caltrans CM and Inspection methods, certified personnel and the scope of their training and experience, consultant's familiarity and compliance with prevailing wage laws and certification requirements.

6. **Financial Responsibility** (10pts)

The consultant's demonstrated understanding of, and the compliance of its financial management and accounting system with, the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR) Part 31, 48 CFR Part 16.301-3, and 49 CFR Part 18. The consultant's and subconsultant's experience with indirect cost rate audits related to the above, and ability to execute the Consultant Certification of Contract Costs prior to award of contract. (Attachment 7)

7. **Demonstrated Technical Ability** (10pts)

The consultant's ability to utilize management and inspection principles to solve technical problems that arise on projects.

## ATTACHMENT 5

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

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA\_OB/DLA\_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

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

Indirect Cost Rate: \_\_\_\_\_

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): \_\_\_\_\_

Date of Proposal Preparation (mm/dd/yyyy): \_\_\_\_\_

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ \_\_\_\_\_ and the number of States in which the firm does business is \_\_\_\_\_.

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 reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

- 1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

Consultant Certification of Costs and Financial Management System

- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

**Subconsultants (if applicable)**

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

**Prime Consultants (if applicable)**

Proposed Total Contract Amount (or amount not to exceed if on-call contract): \$ \_\_\_\_\_

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

\* Consultant Certification Signature: \_\_\_\_\_

Consultant Certifying (Print Name and Title):

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

Title: \_\_\_\_\_

Consultant Contact Information:

Email: \_\_\_\_\_

Phone number: \_\_\_\_\_

Date of Certification (mm/dd/yyyy): \_\_\_\_\_

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

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations  
2) Retained in Local Agency Project Files

## **ATTACHMENT 6**

The attached sample agreement is the City's standard contract.

The final agreement will incorporate the consultant's scope of services, responsibilities, deliverables, and costs, as negotiated prior to execution. Submittal of a SOQ constitutes an agreement to all provisions and conditions set forth in the Sample Agreement, unless noted otherwise in the SOQ.

If any firm submitting an SOQ requests changes to the Sample Agreement, the firm must include a list of all such requested changes in their SOQ. The City reserves the right to accept or reject any requested changes. The City will not accept any requested changes not included in the SOQ.

The successful consultant must agree that no information developed or gathered as part of this project will be released to any party without prior written approval of the City.

## APPENDIX 6

### CITY OF COLFAX ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

#### AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and \_\_\_\_\_ (“Consultant”).

#### RECITALS

- A. The City desires to retain Consultant to provide On-Call Construction Management and Inspection Services for City Capital Projects and Private Development Projects, at various locations within the City of Colfax in Placer County, CA (“Services”), subject to the terms and conditions of this Agreement.
- B. The City prepared a Request for Qualifications, dated December 1, 2014, and the Consultant submitted a Statement of Qualifications for said Services. Both are on-file with the City and are incorporated into this Agreement by reference.
- C. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.
- D. Consultant shall provide said Services for a period of three (3) years from the date of execution of this Agreement.
- E. Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

#### **Section 1. Services.**

Subject to the terms and conditions set forth in this Agreement, The City will issue a Work Order and the Consultant shall furnish and perform any of the Services described in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Consultant may be asked to perform other tasks with the written authorization from the City.

#### **Section 2. Time of Completion.**

Consultant’s schedule for performance of the Services shall be determined with each project. Consultant shall commence performance of the Services promptly upon receipt of the Work Order from the City. Performance of the Services shall progress and conclude in accordance with the

schedule set forth in the Work Order. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

### **Section 3. Compensation.**

- A. The Work Order shall include a budget for said services. Except as may otherwise be provided in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.
- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services, in accordance with the attached Fee Schedule (Exhibit B).
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

### **Section 4. Professional Ability; Standard of Quality.**

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A 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 Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner 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.

### **Section 5. Indemnification.**

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or

its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

## **Section 6. Insurance.**

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
  4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

## **Section 7. Subcontracts.**

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

## **Section 8. Assignment.**

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

## **Section 9. Entire Agreement.**

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

## **Section 10. Jurisdiction.**

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

## **Section 11. Suspension of Services.**

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

## **Section 12. Termination of Services.**

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

### **Section 13. Independent Contractor.**

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

### **Section 14. Ownership of Documents.**

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

## **Section 15. Changes and/or Extra Work.**

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

## **Section 16. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service (“JAMS”). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure.

In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

**Section 17. Severability.**

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

**Section 18. Entire Agreement; Amendment.**

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

**Section 19. Time of the Essence.**

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

**Section 20. Written Notification.**

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax  
33 S. Main Street  
Colfax, CA 95713

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 21. Execution.**

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 22. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 23. Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

**Section 24. Compliance with Federal, State and Local Laws.**

- A. Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.
- B. Federal and/or State prevailing wage rates apply to portions of the work.
- C. During the performance of Services, consultant and any 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 thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- D. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The City has not established a DBE goal for this contract. However, consultants who obtain DBE participation for this contract are requested to report it using Exhibit 10-02.
- E. The Consultant shall have an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. The consultant must be able to certify that all costs included in the contract are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of

Federal Regulations (CFR), Part 31 and that the cost proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

F. NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

G. DEBARMENT AND SUSPENSION CERTIFICATION

- (1) The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, 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 the LOCAL AGENCY.

- (2) 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.

H. RETENTION OF RECORDS/AUDIT

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; the CONSULTANT, subcontractors, and the CITY shall maintain 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, the State Auditor, CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CONSULTANT  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A - SCOPE OF SERVICES**

**EXHIBIT B - (Attached Fee Schedule)**