



Town of Los Gatos

**REQUEST FOR PROPOSALS
To Provide
PROFESSIONAL ENGINEERING SERVICES
For The
HIGHWAY 17 BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT**

**Contract Numbers:
TLG 19-818-0803**

Date Released:

DECEMBER 4, 2020

**Town of Los Gatos
Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030**

Proposals are due prior to 1:00 P.M., January 7, 2021



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Request for Proposals for Highway 17 Bicycle and Pedestrian Overcrossing Project Professional Engineering Services

Proposal Due: 1:00 PM on Thursday, January 7, 2021.

Pre-Proposal Meeting: A pre-proposal virtual meeting will be held on **December 17, 2020 at 10:30 a.m.** Consultants are highly encouraged to attend. For details and the link to the virtual pre-proposal meeting, e-mail Michelle Quinney @ MQuinney@losgatosca.gov before 5pm on December 15, 2020.

A. PURPOSE

The Town of Los Gatos - Parks and Public Works Department hereby invites qualified professionals, experienced in working with public agencies and federally funded Projects (Proposers) to submit proposals to provide services for environmental clearance, engineering design, preparation of construction documents, and construction support services for the Highway 17 Bicycle and Pedestrian Overcrossing Project. The selected Consultant is expected to coordinate and directly interface with California Department of Transportation (Caltrans) and provide all professional services as necessary to complete the environmental clearances, preliminary and final civil engineering design, including structural engineering, geotechnical engineering, surveying and mapping, utility coordination, Project management, bid and construction support, and quality control as outlined in this request for proposals (RFP).

B. OVERVIEW

The Highway 17 Bicycle and Pedestrian Overcrossing Project (Project) is one of many Projects included in the Town's Connect Los Gatos Program. The Connect Los Gatos Program is a collection of bicycle and pedestrian Projects that will promote connectivity and improve the multimodal network throughout the Town. Connect Los Gatos is aimed at making it easier and safer for all to bike and walk in Los Gatos, expanding access and improving safety between key community destination points. Projects included in the Connect Los Gatos program were originally identified in the Town's Bicycle and Pedestrian Master Plan, adopted by the Town Council March of 2017 and updated in September 2020.

The Project is included in the Connect Los Gatos Program as one of the highest priority bicycle and pedestrian improvements for the Town. A Feasibility Study for the Project, to confirm the purpose and need of the Project, and to investigate viable options for a bicycle and pedestrian crossing of Highway 17, was recently completed in 2020. The Feasibility Study and other relevant Project documents are available on the Project website: <http://www.losgatosca.gov/2556/Hwy17BicyclePedestrianOvercrossing>.

In late 2019 the Town began the Feasibility Study and developed the following purpose and need for the Project:

Purpose: To improve bicycle and pedestrian mobility across Highway 17 in the vicinity of the Blossom Hill Road overcrossing. Include a focus on improving safety for all modes of travel and creating a safe route to schools while promoting active transportation, reducing traffic congestion and greenhouse gas emissions by providing comfortable mobility alternatives.

Need: Highway 17 creates both a physical and psychological barrier for both pedestrians and bicyclists as it divides the Town in two. The existing Blossom Hill Road Bridge over Highway 17 is one of only a few roadways that provide the Town with east-west connectivity across the highway. With two travel lanes in each direction, carrying upwards of 63,000 vehicles per day, the roadway is congested and unfriendly to bicyclists and pedestrians.

The current Blossom Hill Road Overcrossing provides 10.5-foot wide travel lanes, 4-foot wide bike lanes, and 5-foot wide sidewalks in each direction. This sub-standard width does not meet current and future bicycle and pedestrian demands. The deficiency becomes more apparent during school hours when the bicycle and

pedestrian volumes are high. Furthermore, the narrow width lacks the necessary separation and protection between the various modes and creates less than optimal conditions given the high volume and speed of vehicles on the roadway. The current facility is considered high stress, especially for vulnerable street users including youth, older adults, and those with access and functional needs.

The Feasibility Study, which included public outreach and community meetings, began by evaluating three basic options for getting pedestrians and bicycles across Highway 17. The pros and cons of each option were identified, and a staff recommendation was made to proceed with a separate bicycle and pedestrian overcrossing (BPOC). At the March 3, 2020 meeting, the Town Council approved the Project purpose and need, and authorized staff to proceed with the feasibility analysis for a separate BPOC over Highway 17. After additional analysis and community input, the final Feasibility Study was approved by the Town Council on September 1, 2020 and directed staff to pursue the final design of a separate bicycle and pedestrian overcrossing to be located to the south of the existing Blossom Hill Road crossing of Highway 17.

The Town is now prepared to move into the design phase for the Project. The Project will include the final design of a separate BPOC structure just south of the existing Blossom Hill Road bridge to provide a new Class I facility for bicyclists and pedestrians. In general, the Project scope includes determination/selection of final bridge type through a community engagement process, environmental clearance, preliminary and final design, resulting in bid ready documents allowing for the construction of the Project.

A Project location map is included in Attachment 1.

The intent is for the Project is to be designed and constructed completely within the existing Town and Caltrans right of way. A Caltrans Encroachment Permit will be required to complete the Project construction, and the Project should be considered to be a Complex Project requiring the preparation of the PID, PA/EA, and PS&E for submission to Caltrans for approval prior to the issuance of the Encroachment Permit. It shall be the Consultant's duty to determine all other permits, as needed, for the Project construction.

The Consultant Services Agreement is anticipated to be a multi-phased contract consisting of two phases as outlined in the Requested Scope of Services. Phase I will include services necessary to complete the environmental clearances, preliminary and final design, bid and award support services. Phase II will include services necessary to provide construction support for the Project throughout construction. A separate Notice to Proceed will be issued prior to the Consultant beginning work on each phase. Payment for each phase shall be as outlined in the Method of Payment section of this RFP. Compensation for Phase I shall be on a lump sum, not to exceed basis and will be paid based on percentage complete of each task. Compensation for Phase II shall be on a cost per unit of work basis and will be paid based on units of work completed. Cost proposals shall be submitted on the appropriate Caltrans forms contained in Attachment 4 – Exhibit 10-H1, 10-H3, and 10-H4.

The funding for Phase I of the Project is funded in part with Santa Clara County 2016 Measure B funds. All Consultant services will need to comply with the requirements attached to the Measure B funding, including invoicing, reporting, insurance, advertising, and record keeping requirements. Funding for the Phase II construction support services will be determined at a later date. It is likely that federal construction funds will be allocated for the construction of the Project. The Consultant shall be required to follow the federal guidelines for the design of the Project in order to meet the requirements regarding future Project federalization. Should federal funds be secured, the Consultant shall be prepared to meet all requirements for providing construction support services compliant with federal Project delivery guidelines and requirements. A consultant services contract will not be awarded to a Consultant without an adequate financial management and accounting as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31.

The DBE goal for this Project is 12%.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this Project. The Proposer's attention is directed to Section E, "Proposal Requirements." Each proposal will be evaluated and ranked according to the criteria provided in Section F, "Proposal Evaluation," of this RFP.

If any proposer has any question regarding the meaning of any part of this RFP, the proposer shall e-mail a request for an interpretation or clarification to: MQuinney@losgatosca.gov before 3:00 PM on December 22, 2020.

Addenda to this RFP, if issued, will be posted on the Town of Los Gatos - Parks and Public Works Department RFP website at:

<http://www.losgatosca.gov/2258/RFPREQ>

It shall be the Proposer’s responsibility to check the Town’s website to obtain any addenda that may be issued.

Proposers are requested to submit three (3) hard copies of the proposal, in addition to a digital copy on a USB flash drive, and under separate cover, one (1) hard copy of the cost proposal. As a result of the continuing Shelter In Place Order, all Town Departments are closed for any in-person services. Therefore, proposal submittals, including the hard and digital copies, shall be mailed via certified mail with return receipt or delivered by package carrier to the Town of Los Gatos – Parks and Public Works Department at the address shown below, to be received by the Town prior to **1:00 PM, January 7, 2021**. Proposals shall be submitted in two separately sealed packages clearly marked:

1. **“PROPOSAL** for the Highway 17 Bicycle and Pedestrian Overcrossing Project – Professional Engineering Services”
2. **“COST PROPOSAL** for the Highway 17 Bicycle and Pedestrian Overcrossing Project – Professional Engineering Services”

and shall be addressed as follows:

WooJae Kim, Town Engineer
Town of Los Gatos - Parks and Public Works Department
41 Miles Avenue
Los Gatos, CA 95030

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Proposer.

Any proposals received prior to the time and date specified above may be withdrawn by a written request of the Proposer. To be considered, however, any modified proposal must be received prior to **1:00 PM., January 7, 2021**.

Proposers are advised that should this RFP result in recommendation by Town staff for award of a contract, the contract will not be in force until it is approved and fully executed by the Town Manager and a Notice to Proceed has been issued. It is anticipated that the contract will be awarded in two phases, with an individual Notice to Proceed being issued for the construction support phase.

The performance period of the contract will be from the date of the Notice to Proceed through the completion of the phase, or ultimately through the construction of the Project if all phases are ultimately awarded.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

Any questions related to this RFP shall be submitted in writing to the attention of Michelle Quinney, Special Projects Manager via email at MQuinney@losgatosca.gov. Questions shall be submitted before **3:00 PM on December 22, 2020**. Responses will not be provided to questions received after **3:00 PM on December 22, 2020**. No oral questions or inquiries about this RFP shall be accepted.

The anticipated timeline for the consultant selection process is as follows:

Release of Request for Proposals	December 4, 2020
Pre-proposal Meeting	December 17, 2020
Question Cut-Off (before 3:00 PM)	December 22, 2020

Proposals Due (before 1:00 PM)	January 7, 2021
Proposal Review and Evaluation	January 8 - 29, 2021
Consultant Oral Interviews/Presentations	February 9-10, 2021
Negotiations with Top Ranked Consultant	February 15-26, 2021
Town Manager Considers Contract Award	March 2021
Notice to Proceed	April 1, 2021

C. GENERAL PROVISIONS AND REQUIREMENTS

1. Each Proposer is responsible for determining and complying with all applicable business licensing requirements necessary to complete the Project’s scope of work.
2. The successful Proposer shall be required to provide evidence to the Town that it is authorized to do business in California prior to the award of the contract.
3. Each Proposer is responsible for determining and complying with all applicable professional licensing requirements necessary to complete the Project’s scope of work.
4. If applicable, California Department of Industrial Relations (“DIR”) Registration is required. If applicable, Selected Consultant will be required to certify that they have verified that their subcontractors on this Project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Consultant shall provide such proof of registration to the Town.
5. The Town’s Project Manager shall be the Consultant’s primary contact for the Town.
6. Throughout the design phase, the consultant’s project manager shall provide bi-weekly updates to the Town’s Project Manager at minimum. Updates can be in a form of a report, meeting, or telephone conference.
7. The Selected Consultant shall prepare technical documents in compliance with the latest applicable codes, rules, regulations, and guidelines.
8. The Selected Consultant shall manage, coordinate, and review work submitted by the Project’s sub-consultants for accuracy and conflicts with other disciplines.
9. The Consultant shall maintain the Consultant’s key personnel, as presented in the Proposal through the entire duration of services. The Consultant will conduct their business in a professional manner to schedule and support their personnel to provide the scope of services in a timely and professional manner. The Town must approve of any key personnel change in advance through personnel qualifications review and oral interviews with Town staff.
10. The Selected Consultant shall prepare and periodically update the Project Schedule by identifying milestones, dates for decisions required by the Town, design services furnished by the consultant and sub-consultants, deliverables to be furnished, completion of documentation, commencement of construction, and project completion.
11. The consultant shall not proceed further with next tasks until each design submittals and cost estimates are approved and authorized by the Town.
12. The consultant shall submit design documents for Town’s review, evaluation, and comments and address comments provided by the Town into a single set of coordinated comments/responses and make revisions as required by the Town within two (2) weeks. In responding to review comments and revising the design documents, the consultant shall review, coordinate and address all associated consequences of the revisions to maintain the integrity of the documents and the design intent.
13. The Town does not warrant the accuracy or completeness of its documents provided. The consultant shall verify all information to consultant’s professional satisfaction and note and report any discrepancies observed in the course of professional activities covered by the services.
14. Deliverables will be submitted in electronic format (PDF) and in native document formats such as Word, Excel, AutoCAD, etc. unless otherwise specified.
15. Selected Consultant shall comply with local, county, regional, State and Federal health orders.

D. REQUESTED SCOPE OF SERVICES

General

The selected qualified professional firm shall provide the environmental clearances, preliminary engineering, final design and construction support for the Highway 17 Bicycle and Pedestrian Overcrossing Project, to be located south of the existing Blossom Hill Road Overcrossing over Highway 17 in the Town of Los Gatos. The selected Consultant shall prepare all work products, including but not limited to plans, specifications and estimates in a prompt, professional, and workmanlike manner, in accordance with the standards of the design profession. The bridge, bike/pedestrian approaches to the bridge, roadway design, intersection improvements and traffic signal design/modifications are to follow Caltrans, Town of Los Gatos, and current ADA Standards for multi-use paths. Design should factor in and accommodate occasional maintenance vehicle travel on the overcrossing.

The Consultant selected shall provide the professional engineering services necessary to complete the contract documents and tasks to advance the Project to the construction phase and shall provide support services to the Town during the bidding and construction phases of the Project, as needed, to successfully complete the Project construction.

The selected Consultant will be delivering the Project in two phases. Phase 1 includes the engineering design work for the Project, and phase two includes consultant construction support during the construction of the Project. Currently the Town only has funding for the Phase I work outlined in this RFP. It is anticipated that the Phase II work will be added to the Consultant contract, by amendment, when construction funding has been obtained.

The Town has secured Measure B funding from the Valley Transportation Agency (VTA) for Phase I. The Town anticipates the funding for the construction of the Project, and for the Phase II construction support services, will include federal funds. Therefore, the Project design should proceed following federal guidelines and should assume the use of federal funds for the construction segment of the Project. The Consultant shall proactively provide direction to the Town regarding the Project steps necessary to deliver the federalized Project consistent with Caltrans and federal reimbursement requirements.

The requested scope of services as presented is an outline only for use in the RFP process. The final scope of services will be negotiated with the selected Consultant prior to the execution of the consultant services agreement.

All work in Phase I shall be done on a lump sum basis and will be paid on a percentage complete for each subtask as ultimately outlined in the final scope of services. All work in Phase II shall be paid on a cost per unit of work. Proposal cost estimates shall be provided for each phase on the appropriate Caltrans Cost Proposal forms and shall be submitted in a separately sealed envelope.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility companies and utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

A preliminary scope of services is outlined below. The Consultant shall review the preliminary scope of services and deliverables and shall include any modifications, recommendations, additions, deletions, as the Consultant believes prudent for the Project in the Consultant's proposal.

For each task/sub-task listed below, (or as modified by the Consultant in the proposal), the proposal shall indicate the anticipated resource allocation (both Consultant and sub Consultants) that will be assigned to the task/sub-task and

the number of hours anticipated for each. The final scope of services shall be developed with the Town during the final contract negotiations with the selected Consultant and shall be included in the final contract for services.

PHASE I - ENGINEERING DESIGN SERVICES AND ENVIRONMENTAL CLEARANCES:

The Consultant selected shall provide all design services, including but not limited to: Project management; preliminary engineering; environmental studies and clearances; utility coordination and right-of-way; permits and coordination with other agencies; surveys and mapping; geotechnical investigations and reports; structural and final design and development of all contract documents; bid support and obtaining the authorization to proceed to construction from Caltrans for the Highway 17 Bicycle and Pedestrian Overcrossing Project as more specifically described as follows.

- **Task A.1 Project Management**

The Consultant shall provide all the necessary Project coordination, administration, management and interfacing with the Town, Caltrans, and other internal/external stakeholders to achieve Project objective. The Consultant shall proactively provide direction to the Town regarding the Project tasks necessary to deliver the federally funded Project consistent with Caltrans permitting requirements and federal reimbursement requirements. The Consultant shall be responsible for Project management activities throughout the life of the contract. The scope of these activities includes, but is not limited to,

- provide, distribute, and maintain contact information for all Project team members
- coordinate and schedule meetings/conference calls as needed
- prepare and distribute meeting minutes
- itemize, track, and pursue all Project action items to completion
- develop and maintain the Project schedule, report on Project progress
- manage Consultant and sub Consultant activities to remain on schedule,
- supervise, coordinate, and monitor design for conformance with all current applicable design standards from the Town, AASHTO, Caltrans Design Standards and Specifications, California Building Code, and any affected utilities
- supervise, coordinate, and monitor the design for conformance with permit requirements from Caltrans, VTA, and utility companies
- conduct field reviews as needed
- prepare and track Town's submissions to Caltrans
- provide internal quality control checks and document quality control actions conducted for the Project
- conduct cross-checking to avoid potential conflicts between various subconsultant's work
- develop Project filing and record keeping system for Project files for a period of 5 years
- develop a list of Project stakeholders for coordination during Project design
- provide the Town with required documents and information, such as quarterly progress reports, reimbursement forms and other documents for compliance with the Measure B funding agreement between the Town and VTA funding. Refer to Attachment 3 – Links to Relevant Project Information for link to funding agreement.

Deliverables to include: Meeting minutes, schedule, progress reports, action item logs, tracking spreadsheets, Caltrans submissions and other items resulting from Consultant's Project management duties

- **Task A.2 Data Collection and Review**– The Consultant shall obtain and collect data as needed to develop general Project design concepts and related activities needed to establish the parameters for final design, such as, existing topography/geometrics, grading and drainage considerations, geotechnical/retaining wall considerations, structural engineering and proposed bridge structure, ADA considerations, extent of required demolition activities, construction phasing/staging, environmental and future maintenance considerations. The scope of these activities includes, but is not limited to, (items to be provided by the Town or items on the Town's Project webpage are as indicated below.).

- Complete an extensive site review/existing conditions assessment of the Project area
- Collect and review existing background information regarding the Project including:
 - o Town's adopted Bicycle and Pedestrian Master Plan and Update (see Attachment 3)
 - o Highway 17 Bicycle and Pedestrian Overcrossing Feasibility Analysis (see Attachment 3)

- Funding Agreement between the Town of Los Gatos and Santa Clara Valley Transportation Agency for the Bicycle and Pedestrian Overcrossing Over Highway 17 (see Attachment 3)
- Caltrans Local Procedures Manual
- Plans for existing utilities in Project area
- Development plans for adjacent properties – (Town to provide)
- Proposed developments in the Project vicinity (Town to provide) and potential Project impacts
- Street improvement plans, including signalized intersections (Town to provide)
- Aerial photos and any available mapping, including digitized topography
- Survey control data
- ROW information, including Caltrans right of way documents, existing easements, etc.
- Existing as-built information from the Town, Caltrans, property owners, local agencies, utility companies, and other organizations
- Existing Blossom Hill Road Highway 17 Overcrossing bridge structure plans and geotechnical information
- Geologic and soil literature in the Project vicinity
- Design standards and codes applicable to the Project
- Town’s Standard Specifications and Details for Construction, 2010 Caltrans Standard Specifications and Standard Plans, and applicable portions of the MUTCD and California MUTCD, and other controlling design standards as appropriate
- Americans with Disabilities Act (ADA) requirements
- Connect Los Gatos webpage and Highway 17 Bicycle and Pedestrian Overcrossing Project page
- Minutes from Project related community meetings
- Based on existing conditions and Project objectives, determine required permits and permit requirements necessary for successful completion of Project and review permit applications and requirements
- Based on the data collected and site evaluations, review the preliminary layout as presented in the feasibility study, verify assumptions, and confirm consistency with the Project’s objectives and budget.
- Based on information collected, prepare a summary or diagram of existing conditions highlighting any special/potential conditions that may affect the final design (opportunities and constraints diagram)

Deliverables to include: Video of existing site conditions, listing of all potentially required permits, opportunities and constraints diagram

- **Task A.3 Surveys and Base Mapping** – The Consultant shall be responsible for data collection, and all mapping and surveying necessary to complete a comprehensive base map and other plans as indicated below. The scope of a comprehensive base map and survey includes setting Project bench marks and establishing control for Project layout and construction, aerial photogrammetry, design level topographic surveys, identification of all public right-of-way, adjacent parcels, property lines, easements, and existing utility locations. The extent of the topographical surveying and mapping shall extend a minimum of 10’ or more beyond the existing Blossom Hill Road right of way to show adequate conforms to existing conditions and proper future drainage. Existing conditions mapping shall include appropriate data collected in Task A.2.
 - Consultant shall conduct a detailed field survey to review and record existing conditions in the Project area and shall identify any unusual or special conditions that may affect the design or construction of the Project. The field survey for the Project area shall include at a minimum, the location of all existing above and below grade facilities, including but not limited to, roadways, signing/stripping, medians, traffic signals and appurtenances, fire hydrants, street lights, retaining walls, sidewalks, curbs, gutters, ramps, SR 17 overcrossing structure including the embankments and structural components, fences, gates, utilities, flood control facilities, waterways, outfalls, trees greater than 6” DBH, and any existing irrigation facilities.
 - Consultant shall review data and survey information collected with proposed Project layout and shall complete physical verification of utility locations in areas of potential conflict. Consultant shall obtain all permits and approvals necessary to complete the potholing operations. Results of potholing shall be included on the Utilities Base Map.

- Based on the survey and data collected, Consultant shall prepare one or more existing conditions base maps, at a scale of 1"=20' for use in the Project design and community meetings, including
 - o Existing Conditions Base Map
 - o Existing Utilities Base Map
 - o Existing Tree Plan - Consultant shall prepare a separate plan showing the location and number of existing trees over 6" DBH, including size and species
 - o Right of Way Map – showing location of all property lines and easements within or immediately adjacent to the Project area.

Deliverables: Survey data sheets, base map(s) and plans in AutoCAD format– including Existing Conditions Base Map, Existing Utilities Base Map, Tree Locations and Right of Way Map

- **Task A.4 Stakeholder Coordination and Project Permits**– Consultant shall identify all Project stakeholders and shall take actions necessary to coordinate Project design with the Town and Project stakeholders. Meetings with the stakeholders, including the Town, Town Council and Commissions, community members, Caltrans, VTA, any affected utilities, and any affected private properties will be included in this scope of work and shall include preparing and providing supporting documents, reports, and exhibits. Consultant shall determine the need for permits to allow for the ultimate construction of the Project, including a Caltrans encroachment permit, and any other permits deemed necessary for construction access and staging areas and shall prepare required applications, documents, and reports to allow the Town to obtain the Project permits in a timely manner. Design of the Project is to remain within the existing public and Caltrans right of way, however, the Consultant will identify any conform or other activities that may need to temporarily take place on private property, and will coordinate with adjacent property owners to obtain clearances for such activities. Consultant shall coordination permits necessary for geotechnical drilling operations and USA clearances.

Caltrans Coordination: Consultant will take the lead and coordinate with Caltrans and the Town to prepare a Project Initiation Document (PID), Project Study Report-Project Development Study (PSR-PSD), Project Approval & Environmental Document (PA&ED), and final PS&E including all reports and documentation required by Caltrans in order to obtain a Caltrans encroachment permit for the Project. The PID shall comply with the Caltrans standard PSR-PDS requirements and will include the overall site plan and typical conceptual cross-sections for the alternatives identified in the feasibility study. The Consultant shall assist the Town in the development of the necessary Cooperative Agreements with Caltrans for the PID, PA/ED, and PS&E phases. The Consultant shall schedule and hold meetings as needed with Caltrans and shall also schedule and hold regular Project team coordination meetings with Caltrans and shall prepare the meeting agendas, minutes, and action items. It will be the Consultant's responsibility to prepare, implement and monitor a realistic schedule of the activities necessary, to lead the Town through the PID, PA/ED, and PS&E phases of the Project.

Deliverables to include: Approved PID, PA/ED, and PS&E; Project team meeting agendas, minutes, action item lists, Caltrans encroachment permit for Project construction.

Selection of Preferred Bridge Type: The feasibility study has identified three feasible types of bridge structures for consideration. The Consultant shall develop each concept further and shall assist the Town in the presentation of these three alternatives to the community, the Town's Complete Streets and Transportation Commission and the Town Council. The Consultant shall lead the Town's effort to develop a consensus regarding the final bridge type for advancing into the final design process. This process is to take place concurrently with the development of the Project Initiation Document (PID), and shall result the Town Council's selection of the final bridge type prior to the completion of the PID phase. The following tasks are anticipated for the selection of the preferred bridge structure:

- o Prepare an opportunities and constraints diagram for each bridge type
- o Refine each alternative to show impacts to adjacent properties and relationship to adjacent property lines
- o Provide diagrams and plans showing the movement of bicycle and pedestrians across the structures and through the adjacent intersections and across bridge structure

- Develop additional perspectives for each bridge structure showing:
 - Viewer friendly plans showing proposed alignment, profiles, and cross-sections of each bridge alternative
 - Visual simulation/view of each bridge structure from both south and northbound SR 17
 - Visual simulation/view of each bridge from the user's perspective both east and west bound directions
 - Potential additional architectural features or opportunities for each bridge type
 - Refine basic cost estimate for each bridge type
- Assist the Town in a community workshop(s) to review bridge types and determine community preference
- Assist the Town in presentations to the Parks and Recreation Commission, the Complete Streets and Transportation Commission, and Town Council to determine the final bridge type.

Deliverables to include: Opportunities and constraints diagrams, visual simulations, plans, profiles, cross-section, meeting presentations, cost estimates.

Community Coordination: With assistance from the Consultant, Town staff will implement and lead the Project's Community Engagement Plan. Specific community engagement activities required of the Consultant are anticipated to include the following:

- Stakeholder Engagement – The Consultant shall provide supporting documents and exhibits for the Towns use in stakeholder notifications.
- Community Meeting and Workshops – The Consultant and Town shall develop a list of key Project milestones for community input and workshops. For the purposes of this Proposal, Proposers shall include a minimum of eighteen (18) 2- hour public meetings/workshops. A preliminary list of anticipated milestone presentations is outlined below. The Town shall arrange venues for workshops and shall notify stakeholders of meetings and workshops, however the Consultant shall be prepared to lead the community discussion/workshops and Commission/Council presentations and shall provide supporting documentation and visual aids. Visual aids shall include renderings and visual simulations of major Project elements. All Project materials shall include the appropriate Measure B logo and acknowledgements. The Consultant shall provide meeting summaries and follow up on outstanding comments or issues. It is anticipated that the community meetings, workshops, and presentations will be required at the following Project milestones:
 - Preferred Bridge Type Selection – Two (2) community workshops, plus four (4) Council or other Commission presentations
 - Community/Commission Design Reviews– minimum of two (2) each at PID, PA/ED, 35% design, 65% design, and 95% design
 - Town Council presentation at 35% and at 100% complete PS&E
- On-line Engagement – Consultant shall provide periodic progress updates for the Town to post on the Project web-page.

Deliverables to include: Workshops and presentations (min. 18), agendas, visual aids/visual simulations, renderings, meeting summaries, follow-up as needed,

VTA Coordination: Consultant shall review the Town's funding agreement with the VTA for the Project and shall assist the Town in compliance with the requirements contained in the funding agreement. The following tasks are anticipated to be required:

- Provide the Town with written quarterly progress updates on the Project, including but not limited to updates on Project expenditures, any changes in scope and schedule, and Project status.
- Include insurance coverage and endorsements as required by VTA funding agreement.
- Provide VTA copies of Project deliverables including, but not limited to, reports, designs, drawings, plans, specifications, schedules, and other materials. Consultant shall allow VTA a minimum of thirty (30) calendar days to review and provide comments and shall include such review time in the master Project schedule. VTA's comments must be considered in the final design phase of the Project. Consultant shall provide back-up information as necessary for any VTA comment that will not be incorporated into the final design documents.

- Consultant shall be available to present on the Project at VTA committees as needed.
- Submit to the Town all records including invoices, miscellaneous invoices, and force account charges as substantiation for invoices submitted to VTA for reimbursement hereunder.
- Provide information to the Town for the submittal of the Project's final report to VTA, including information regarding final Project costs and post-construction photos, along with any other information VTA may require for inclusion in the final report.
- Maintain financial records, books, documents, papers, accounting records, and other evidence pertaining to costs related to the Project for five (5) years. Consultant shall make such records available to VTA and the Town upon written request for review and audit purposes. Financial audits may be performed at VTA's sole discretion.

Deliverables to include: Updates, invoices, reports, written responses to VTA review comments.

Utility Coordination – The complete effort for utility coordination is to include accurately identifying and mapping of existing utilities, identifying and defining any relocations or modifications required by the Project, and documenting utilities in accordance with Caltrans policies, and coordinating any future utility requirements for the Project.

- Coordinate with all utility companies early in Project to identify and confirm any potential conflicts with the Project.
- Submit proposed plans to utility companies as necessary for review in accordance with utility requirements.
- Complete potholing to verify location of utilities in potential conflict areas.
- Coordinate any necessary utility relocations, including and temporary relocation of the utility facilities, as needed, for bridge installation or other construction considerations.
- Coordinate with PG&E and the SJWC for future power and water service points needed for the Project.
- Develop and maintain a list of utility contacts and relocation tracking database for the Project design and construction activities.
- Prepare Utility A, B, and C letters.
- Conduct utility coordination meetings, prepare agendas, minutes, and track action items.
- Prepare utility conflict maps clearly delineating existing and proposed utilities in current and final locations.
- Provide support to the Town for the utility relocation process, determining liability for the costs associated with necessary relocations.
- Prepare necessary Utility Agreements.
- Incorporate relocation activities into Project schedule.
- Certify that all utility conflicts are addressed and other actions necessary to obtain the Utility Certification as part of the ROW Certification.

Deliverables to include: A, B, C, letters and utility certifications, agreements, permits, clearances as required to obtain the Caltrans encroachment permit and for construction of the Project, meeting minutes, utility contact list.

- **Task A.5 Environmental Studies and Documentation – CEQA and NEPA** The Consultant shall complete all required environmental reviews and obtain all environmental clearances to allow the Project to move forward into construction. All environmental documents and reports, studies and public noticing shall be conducted according to the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). Consultant will prepare an Initial Study pursuant to the requirements of CEQA. For the purposes of this proposal, Proposers shall assume the City will be designated as the lead for the CEQA process and that the Initial Study will determine a Categorical Exemption is the appropriate filing for the Project. NEPA clearance will be required due to the future federal funding for construction of the Project. Consultant will work with Caltrans, the lead for the NEPA process, and will complete all studies as identified by the Initial Study and as required by Caltrans to complete the NEPA documents. For proposal purposes, Proposers should assume the appropriate filing for the NEPA will be a Categorical Exclusion. The

Proposer shall confirm that the Project team possesses the expertise necessary to complete any level of environmental documentation.

Consultant will attend field meetings, conduct field investigations, research and review appropriate literature, prepare forms (including any required maps, plans, and/or exhibits), and prepare any/all required technical reports/studies necessary to obtain the CEQA and NEPA clearances.

Regulatory Agency Permits - Consultant will identify any/all regulatory agency permits required for the Project, including the State Water Resources Control Board. Consultant will prepare/submit required applications to the each identified regulatory agency and obtain approvals/permits as required for the Project. Consultant will coordinate and attend any meetings required for/by the regulatory agencies.

Deliverables to include: Environmental studies and reports as required by Caltrans, CEQA and NEPA, CEQA and NEPA clearances, Caltrans authorization to proceed to final design, Regulatory permits and documentation of activities required by the State Water Resources Control Board, Incorporation of mitigation measures, if any, into final contract documents.

- **Task A.6 Geotechnical Investigations and Reports** – The Consultant shall conduct geotechnical investigations as necessary to ensure that all geotechnical data within the Project area that may affect the final design and construction of the Project are identified and addressed per the Caltrans encroachment permit requirements and in the final design of the Project.
 - Investigations shall include a boring program for the bridge abutments and supports, any relevant design parameters, bearing capacities, anticipated settlements, testing locations for hazardous or unsuitable materials, subgrade preparation, and treatment recommendations for wet, unsuitable and/or saturated conditions as appropriate.
 - Consultant shall provide the number of necessary borings in the Project area, located appropriately to provide sufficient information to support cost-effective solutions for final design of the proposed improvements. The proposed boring locations (and quantity) shall be identified in the proposal.
 - Conduct any soil sampling and studies, including laboratory testing, as necessary to obtain detailed information required for final design of the improvements, including the existence of any contaminated, hazardous, or unsuitable soil/materials including aerially deposited lead. The number of soils samples shall be sufficient to provide statistically representative indication of the type and level of contaminants as required by the Town and Caltrans.
 - Consultant shall prepare a foundation report and log of test borings for all proposed new bridge structures.
 - Consultant shall perform engineering analyses and evaluation and develop design recommendations for the proposed bridge foundation system. Evaluation shall include alternate foundation systems, seismic and liquefaction considerations, California Building Code and current Caltrans seismic design criteria. ARS curves shall be provided by the Consultant.
 - Draft and final foundation reports shall be prepared for submittal to Caltrans and shall follow Caltrans guidelines and shall include recommendations for the bridge foundation.
 - Consultant shall submit an encroachment permit application to the appropriate agency prior to performing any borings. Coordination and approval from the Town shall be required prior to commencement of the work.
 - Soils testing shall also be completed for the multi-use pathway for use in the final design recommendations.
 - The results of the field work, the laboratory testing, and the analyses shall be provided to the Town in a letter report.

Deliverables: Geotechnical Reports, Soils testing reports, Foundation Reports, and/or Technical Memorandums

- **Task A.7 35% PS&E** – The preliminary 35% design is intended to allow the Town, Caltrans, the community, and other stakeholders to review and comment based upon the basic design concepts early in the design process. Plan development shall be based on the base mapping, data collection, and other determinations that

are developed through the Environmental and PID/ phases. Consultant shall prepare the 35% design and submit to stakeholders for review and comment at community, commission, and Council meetings. Stakeholder comments shall be addressed in writing by the Consultant prior to continuation of the design to the next level.

35% submittal, at a minimum, is anticipated to include the following:

- Town's standard cover sheet and title sheet
 - Index of all plan sheets that will be included in the final plan set
 - Index of all required special details
 - Existing utilities and existing right of way base map
 - Horizontal and vertical alignment plans
 - Demolition plan(s)
 - Typical trail cross sections
 - Preliminary grading and drainage plans and details
 - Preliminary utility plans and details (including water service for landscape areas)
 - Preliminary landscape plans and details
 - Preliminary bridge plans (structural and architectural), typical cross sections, and details
 - Preliminary electrical plans and details (including bridge, trail, traffic signals, etc)
 - Preliminary lighting plans and details
 - Preliminary intersection plans and details (signing and striping)
 - Preliminary retaining wall plans, details, and cross sections
 - Options and preliminary plans for architectural features and enhancements for bridge structure and pedestrian and bicycle facility
 - Tree removal plan
 - Preliminary stormwater management plan
 - Standard Specifications and Special Provisions prepared to a 35% complete level
 - Construction cost estimate including all anticipated cost items and an appropriate estimating contingency
 - Independent quality control check including a review of the 35% plans and specifications for accuracy and conformance to applicable design standards and codes, constructability, and potential for value engineering/cost savings measures.
- **Task A.8 Final Design** – Based on the 35% PS&E documents and resolved comments, and following Caltrans approval of the PA/ED, the Consultant will prepare the PS&E for the 65%, 95% and Final 100% submittals. PS&E shall be submitted to the Town of Los Gatos - Parks and Public Works Department at 65%, 95% and 100% complete. At each submittal stage, the items listed in A.7 shall be completed to the appropriate level of design. At each state, 3 hard copy sets of D-size (24"x36") plans and 3 hard copy sets of B-size (11"x17") plans shall be submitted along with electronic copies prepared in PDF format. At each stage 3 hard copies of the Specifications, Special Provisions, and Cost Estimates shall be provided along with electronic copies in MS Word/Excel. After each submittal, the Consultant shall allow appropriate time frames for identified stakeholders to review the submittal and return comments. All comments provided shall be addressed in writing prior to beginning work on the following submittal.

65% submittal shall include all plan sheets developed to a minimum 65% complete stage and shall have been reviewed by the Consultant for quality control, and coordination and consistency between plan sheets. Specifications and Special Provisions at the 65% level shall include a complete table of contents with all special provisions necessary for the construction of the Project identified. The construction cost estimate shall be prepared and shall include an appropriate estimating contingency.

Bridge Design Calculations and Independent Check: Structural calculations, Project plans and specifications shall be independently checked by a Structural Engineer registered in the State of California and hired by the Town. Consultant shall provide the 65% complete Project plans and specifications and allow sufficient time for the independent review. All review comments from the independent check will be resolved between the designer and the checker, and incorporated into the final design. The independent check will also include a constructability review to evaluate potential fabrication, transport, and erection schemes to verify the feasibility of the proposed structure design and possible joint locations. At least one feasible fabrication and

erection scheme will be outlined on the drawings for approval by the Town, Caltrans, VTA and any third party reviewers. The structural detailing will be developed to allow contractor flexibility if feasible.

Consultant shall ensure all activities necessary to comply with regulations of the State Water Resources Control Board, including the requirements for the National Pollutant Discharge Elimination System permitting process, preparation of Project Registration Documents (PRDs) by a licensed qualified stormwater pollution prevention plan (SWPPP) developer (QSD), submittal of information to the Stormwater Multi Application Permit Tracking System (SMARTS), obtaining the WDID Project number, processing any other applicable documents, studies, waivers, and payment of all fees is addressed by the Consultant and/or included in the construction Project specifications for completion during construction.

95% submittal shall be the fully developed set of contract documents including all plans sheets, Specifications and Special Provisions, details, and other contract documents necessary for the construction of the Project. The construction cost estimate shall be finalized and shall include a 10% estimating contingency. The Consultant shall have conducted an internal quality control review of the plans, Specifications, Special Provisions, and construction cost estimate prior to submitting the 95% complete set and shall ensure that the contract documents are well coordinated, and information is consistent between all documents.

Following submission and review of the 95% submittal, the Consultant shall prepare and provide the Town with the final contract documents 100% for use in the construction bid process. All contract documents (plans, Specifications, Special Provisions, and estimates) are to be signed by the appropriately licensed professional engineer in responsible charge of the design.

Consultant shall provide an electronic copy of the final contract documents, a signed and stamped mylar copy of the final approved plans, and a hard copy of the final signed, approved, and stamped Specifications, Special Provisions, and construction cost estimate. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications and estimate shall be provided in both Microsoft Word/Excel format and PDF format. Town of Los Gatos - Parks and Public Works Department will be responsible for making copies of contract documents and will distribute to plan rooms and contractors in advance of the bid phase.

Deliverables: Plans, Specifications, Special Provisions, and estimates for Town review at 35%, 65%, 95% design stages; final contract documents, SWPPP, WDID Project number

Right of Way, Utility and ADA Certifications – It is not anticipated that right of way will be required for the Project. Consultant shall verify and prepare the appropriate Right of Way, Utility, and ADA certifications to advance the Project to the construction phase using procedures outlined in the Caltrans Local Assistance Procedures Manual. All property lines are to be shown on the design and construction documents.

Deliverables: Utility Clearance, Right of Way and ADA Certifications

- **Task A.9 - Additional Reports and Services** –Additional reports and/or services may be required by the Town or Caltrans during the course of design. Under Task A.9, Proposers may include, as subtasks, any additional reports or services they believe may be required or necessary as part of the Project. During design, should additional reports or services be required, the Town and Consultant shall agree on the work involved in the required subtask, and the Consultant shall provide a cost proposal for the subtask work. Upon agreement of the scope and cost of the subtask, the Town will provide a written authorization to proceed with the subtask, with deliverables and lump sum payment identified. Subtasks may include any item of work for which the expertise required to complete the subtask was evaluated as part of this RFP. This includes, but is not limited, to additional reports or services requiring surveying, mapping, environmental surveys, studies, and reporting, structural engineering, landscape design, public interaction, soils and geotechnical testing and reporting. There is no guarantee, either expressed or implied, that the services and costs shown for this task A.9 will be authorized in full.

- **Task A.10 Construction Phase Authorization** – Consultant shall assist the Town in the preparation of the Request for Authorization to advance Project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual and shall complete any items necessary to obtain authorization for the Town to proceed with construction.

Deliverables: Caltrans Encroachment Permit, Authorization from Caltrans to proceed with construction (E-76)

- **Task A.11 Bid Support Services** – Consultant shall respond in writing to questions that arise during the bid phase and shall prepare addendums, if necessary, which will be distributed by the Town of Los Gatos - Parks and Public Works Department. Each addendum shall also address cost implications to the Project construction cost estimate. Consultant shall prepare written responses to questions received and addenda in a format that can be easily posted to the Town's website. Following completion of bid stage, Consultant shall incorporate any addenda into the final contract documents and shall prepare the final "Conformed Contract Documents". Consultant shall provide an electronic copy of the final Conformed Contract Documents, a signed and stamped mylar copy of the final conformed plans, and a hard copy of the final signed, approved, and stamped conformed Specifications, Special Provisions, and cost estimate. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications and estimate shall be provided in both Microsoft Word/Excel format and PDF format.

PHASE II - CONSTRUCTION SUPPORT SERVICES:

- **Task B.1 Project Management**
The Consultant shall provide all the necessary Project coordination, administration, management and interfacing with the Town, Caltrans, and other internal/external stakeholders to achieve Project objective. Consultant shall proactively provide direction to the Town regarding the Project tasks necessary to deliver the federally funded Project consistent with Caltrans permitting requirements and federal reimbursement requirements. The Consultant shall be responsible for Project management activities throughout the life of the contract. The scope of these activities includes, but is not limited to,
 - provide, distribute, and maintain contact information for all Project team members
 - coordinate and schedule meetings/conference calls as needed
 - prepare and distribute meeting minutes
 - itemize, track, and pursue all Project action items to completion
 - develop and maintain the Project schedule, report on Project progress
 - supervise, coordinate, and monitor the construction for conformance with permit requirements from Caltrans, VTA, and utility companies
 - conduct field reviews as needed,
 - prepare all submissions for the Town's submittal to Caltrans
 - provide internal quality control checks and document quality control actions conducted for the Project
 - conduct cross-checking to avoid potential conflicts between various subconsultant's work
 - develop Project filing and record keeping system for Project files for a period of 5 years
 - develop a list of Project stakeholders for coordination during Project design
 - provide the Town with required documents required for compliance with the Measure B funding Agreement between the Town and VTA, including but not limited to progress reports, reimbursement forms, etc.)
 - provide monthly Project updates for posting on the Project page of the Town's website

Deliverables: Meeting minutes, schedule, progress reports, action item logs, tracking spreadsheets, Caltrans submissions and other items resulting from Consultant's Project management duties

- **Task B.2 Construction Support Services** – Consultant shall be prepared to provide the following construction support services:
 - Provide construction surveying
 - Provide materials testing services as required per Caltrans, Town, and federal requirements
 - Review of submittals and shop drawings for compliance with Contract Documents

- Review and response to Requests for Information, Requests for Change Orders, Quotes from Contractor
- Review of Contract Change Orders
- Review and tracking of results from materials testing for conformation to Contract Documents
- Field review and geotechnical monitoring during bridge installation
- Structural review and field monitoring during bridge installation
- Prepare design modifications if necessary due to unforeseen conditions

Contract Term – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.

Method of Payment –

Phase I – Design Services - Lump Sum Fee

Phase II – Construction Support Services – Cost per Unit of Work

For Phase I, progress payments will be based on the percent of work complete by task or upon completion of clearly defined milestones as approved by the Town.

For Phase II, the Consultant agrees to be paid based on a cost per unit of work. The Consultant’s cost proposal must specify what is included in the price to be paid for each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. Consultant’s cost proposal shall include a not to exceed amount for these services.

Insurance Requirements - The Consultant shall comply with all insurance requirements of the Town of Los Gatos - Parks and Public Works Department, included in the sample Agreement contained in Attachment 2. Submittal of a proposal is a guarantee that the Consultant will provide documentation of compliance with the insurance requirements prior to contract award.

Minimum Qualifications of Personnel – The Consultant shall meet, at a minimum, the appropriate professional qualifications as required to complete the work outlined in the RFP and as required by State Law and the contract. The responsible Consultant/engineer shall sign all Plans, Specifications, Special Provisions, Estimates (PS&E) and engineering data and reports furnished under the Agreement including the engineer’s registration number and expiration date.

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by the Agreement, including any home/work offices or arrangements. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

Quality Control/Assurance Measures – Consultant shall implement and maintain quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones. Consultant shall provide knowledge, experience, and familiarity with the Quality Control and Quality Assurance (QA/QC) for California Test Methods and laboratories.

Materials to be provided by the Agency - Unless otherwise specified in this Agreement, the Consultant shall provide all materials to complete the required work in accordance with the Scope of Services and the delivery schedule and cost estimate outlined for each Task. Materials that may be furnished or made available by the Town of Los Gatos - Parks and Public Works Department and where listed in the individual Tasks and this Agreement, are for the Consultant’s use only, shall be returned at the end of the Contract.

Work to be performed by the Agency - The Town shall assist in the coordination between the Consultant and the various offices of Caltrans, the Town Council, the community and the contractor, however, it is expected that the selected Consultant has experience with local federally funded Projects and will provide both the technical as well as

procedural support necessary to proactively guide the Town through the design and construction process to be compliant with Caltrans and federal requirements. The Town shall provide general construction management, but shall rely on Consultant for geotechnical, structural inspection, and materials inspection services during construction as needed. The Town reserves the right to hire an independent Materials Testing firm to provide testing services during the Project construction. Should the Town hire an independent Materials Testing firm, the Consultant shall assist the Town in the scheduling, coordination, and review of the activities of the testing firm..

Conflict of Interest Requirements - Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local Project listed in this Scope of Services must disclose the contractual relationship, the dates and the nature of the services. The prime Consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the Projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local Project listed in this Scope of Services.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency’s Projects listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task, the Consultant must immediately notify the Contract Manager regarding the conflicts of interest. The Contract Manager may terminate the Task involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the Contract Manager may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the Town of Los Gatos - Parks and Public Works Department on the same Project.
- Providing services to construction contractor’s subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the Projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Project Schedule – The following milestone dates have been identified for the scope of services.

Notice to Proceed	April 2021
Project Initiation Document (PID)	April 2021-February 2022
Bridge Type Selection	June 2021 – October 2021
PA/ED	February 2022 – January 2023
Complete 35% Design	May 2022
Complete 65% Design	July 2023
Complete 95% Design	December 2023
Final Contract Documents	January 2024
Advertise/Bid Phase*	February 2024 – April 2024
Construction Phase*	April 2024 – December 2025*

*The schedule for the bid and construction phases will be dependent on the Town securing funding to proceed and are subject to modification based on the availability of the actual funding source.

In order to easily assess duration and resources, the Project planning and scheduling of tasks and deliverables by the Consultant should be done using a Gantt chart.

E. PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

WooJae Kim, Town Engineer
Parks & Public Works Department
41 Miles Avenue
Los Gatos, CA 95030

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested, statement on financial stability of the firm, and any other pertinent information the Consultant believes should be included. Proposer must state that they take no exceptions to the Town of Los Gatos Consultant Services Agreement (Attachment 2) or list items for exceptions for Town's consideration. All addendums received must be acknowledged in the transmittal letter. Introductory letter shall be limited to two (2) pages.

The letter shall be signed by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

Proposers shall include in the executive summary a statement addressing the firm's ability to establish an office within the Town of Los Gatos, the County of Santa Clara, or the surrounding area. Executive Summary shall be limited to two (2) pages.

3. Consultant Information, Qualifications & Experience

The Town of Los Gatos - Parks and Public Works Department will only consider submittals from Consultants that demonstrate they have successfully completed comparable federally funded Projects. These Projects must illustrate the quality, type, and past performance of the Project team. Submittals shall include a detailed description of a minimum of three (3) Projects within the past five (5) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

12. Accuracy of Cost Estimate prepared by Consultant

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this Project. Indicate the composition of subcontractors and number of Project staff, facilities available and experience of your team as it relates to this Project.
2. Describe your Project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Services, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of federally funded Project, and should be committed to stay with the Project for the duration of the Project.

5. Scope of Services

1. Review the preliminary scope of services included in the RFP "Requested Scope of Services". Prepare a detailed Scope of Services outline per the RFP "Requested Scope of Services", describing all services proposed to be provided with explanations regarding any proposed deviations or modifications to the preliminary scope of services and tasks included in the RFP. Include for each task the anticipated resource allocation (both Consultant and Sub Consultants) that are proposed to be assigned to the task/sub task along with the anticipated number of hours anticipated for each resource to be assigned.
2. Describe Project deliverables for each phase of your work.
3. Describe your cost control, budgeting, and quality control methodology for this Project.
4. Provide responses to the following:
 - a. Describe critical engineering design issues associated with the Project and how you will address these.
 - b. Describe critical environmental issues and how you will address these.
 - c. Describe how Project cost could be minimized and how Project schedule could be expedited.

6. Schedule of Work

Review the preliminary schedule included in the RFP "Requested Scope of Services". Provide a summary schedule for all tasks/phases of the Project and the proposed Consultant's services, including time for reviews and approvals. The schedule shall meet the Project Schedule as shown in the RFP "Requested Scope of Services" or shall be modified with explanation as to why an alternate schedule is being proposed.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the Town of Los Gatos that may have an impact upon the outcome of the contract or the construction Project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction Project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction Project.

8. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior Projects. If yes, briefly describe the nature of the litigation and the result.

9. Contract Agreement

Indicate if the proposing Consultant has any issues or requested changes to the Town's Agreement for Consultant Services, as included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

Prior to award, Consultants must provide documentation of an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. In the proposal, the Consultant shall indicate whether or not the Consultant has possession of a Cognizant Letter of Approval for Indirect Cost Rates from Caltrans which will be accepted for completion of this Project. A contract will not be awarded to a Consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

10. Federal-Aid Provisions

Consultant shall demonstrate familiarity of providing services for federally funded Projects and a clear understanding of requirements/needs to facilitate the Project through and in compliance with Caltrans Local Assistance and the Local Assistance Procedures Manual. Proposers shall demonstrate familiarity and highlight expertise the following areas.

The proposing Consultant's services are not federally funded, however it is likely the construction will be federally funded, and as such the design services contract is likely to be federalized necessitating compliance with additional requirements. Special attention is directed to Attachment 4 – Local Assistance Procedures Manual Exhibits. The proposing Consultant shall review and comply with Exhibit 10-I: Notice to Proposers DBE Information, and complete and submit the following forms with the proposal to be considered responsive. Sample of these forms and instructions are provided for the proposer in Attachment 4, however it is the Proposer's responsibility to complete the most current version of the form by downloading from the Caltrans website at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-01). **The local agency's current contract DBE Goal is 12%.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)
- Cost proposals per Sample Cost Proposal Exhibit 10-H (10-H1, 10-H3 and 10-H4)

Consultant shall assist the Town in completion of Exhibit 10-A, the Consultant Financial Document Review Request, and provide all required documents for submission. Upon award, during, and at completion of the Project, the successful proposing Consultant will be required to follow applicable federal-aid requirements. Consultant shall complete and submit the following forms with the Agreement at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02) This form must be completed by the successful Consultant and it will be incorporated into the final Consulting Services Agreement with the Town.
- Exhibit 10-K Consultant Certification of Contract Costs and Financial Management System
- Any other relevant forms required during the Project.

11. Cost Proposal

The Consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit if applicable, as outlined below.

In order to assure that the Town of Los Gatos - Parks and Public Works Department is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for each task included in the proposal. Proposing Consultants will be required to submit certified payroll records, as required. **Cost proposal shall be submitted in a separate sealed envelope from the**

proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and most qualified Consultant has been selected.

The Consultant cost proposal shall include separate cost and resource allocations for the two phases outlined in the RFP “Requested Scope of Services”, as follows:

Phase I – Design Services - Lump Sum Fee. Consultant shall prepare a Lump Sum Fee estimate with progress payments at specifically defined milestones or at defined percent complete stages. Cost estimates shall be prepared in accordance with the reference sample cost estimate in Attachment 3 - Sample Cost Proposal Form 10-H1.

Phase II – Construction Support Services – Specific rate of compensation. Consultant shall prepare a fee estimate based on specific items of work to be performed. The Consultant’s cost proposal must specify what is included in the price to be paid for each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. Cost estimates shall be prepared and submitted in accordance with the reference sample cost estimate in Attachment 3 - Sample Cost Proposal Form 10-H3 and Form 10-H4 for Prevailing Wage considerations. The Consultant’s cost proposal shall include the hourly rate schedule for all personnel and shall specify a maximum contract amount for these services.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process (including Section 10.1.3).

F. PROPOSAL EVALUATION, CRITERIA AND SELECTION PROCESS

Evaluation Process

All proposals will be evaluated by a Town Selection Committee (Committee). The Committee may be composed of Town of Los Gatos - Parks and Public Works Department staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Town of Los Gatos - Parks and Public Works Department Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Town’s requirements as set forth in this RFP.

The selection process will include oral interviews. The Consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified Consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any Project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving Project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	15
3	Organization & Approach	15
4	Scope of Services to be Provided	20
5	Schedule of Work	5
6	Conflict of Interest Statement	Pass/Fail
7	Local Presence	5
8	References	10
Subtotal:		70

No.	Interview Evaluation Criteria	Weight
9	Presentation by team	15
10	Q&A Response to panel questions	15
Subtotal:		30
Total:		100

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.

2. Qualifications & Experience (15 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm, team, and sub-Consultants to conduct professional engineering services on federal-aid Projects.

3. Organization & Approach (15 points)

- a. Describes familiarity with this specific Project and demonstrates understanding of Project objectives moving forward as a federally funded Project. Demonstrates a thorough review and evaluation of the RFP “Requested Scope of Services”
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of Project team.
 - ii. Some or all of team members have previously worked together on similar Project(s).
 - iii. Overall organization of the team is relevant to Town of Los Gatos - Parks and Public Works Department needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar Projects. This person’s time is appropriately committed to the Project.
 - ii. Project team and management approach responds to Project issues. Team structure provides adequate capability to perform both volume and quality of needed work within Project schedule milestones.
- d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the Project.
 - ii. Key positions required to execute the Project team’s responsibilities are appropriately staffed.
- e. Working Relationship with Town of Los Gatos - Parks and Public Works Department
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process and knowledge of the Caltrans process for consistency with requirements for federally funded Projects.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist Town of Los Gatos - Parks and Public Works Department during the Project.

4. Scope of Services to be Provided (20 points)

- a. Detailed Scope of Services to be Provided
 - i. Proposed scope of services is appropriate for all phases and tasks of the work.
 - ii. Scope adequately addresses all known Project needs.
 - iii. Resources appear reasonably assigned to complete tasks presented in scope of services.
 - iv. Scope appears achievable in the timeframes set forth in the Project schedule or presents logical amendments to the scope/schedule.
- b. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- c. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar Project.

5. Schedule of Work (5 points)

- a. Schedule shows completion of the work within or preferably prior to the Town of Los Gatos – Parks and Public Works Department overall time limits as specified in the RFP “Requested Scope of Services”, or provides modifications that are logical, reasonable, and timely.
- b. The schedule serves as a Project timeline, stating all major milestones and required submittals for Project management and Federal-Aid compliance.
- c. The schedule addresses all knowable phases of the Project, in accordance with the general requirements of this RFP.

6. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the Town of Los Gatos that may have an impact upon the outcome of the contract or the construction Project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction Project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction Project.

7. Local Presence (5 points)

- a. Evaluation of the statement addressing firm’s ability to establish an office within the County or surrounding area.

8. References (10 points)

- a. Completeness of information provided regarding references as outlined in the RFP.
- b. Evaluation of references and Project information provided from at least three (3) agencies you currently or have previously consulted for in the past five (5) years.

9. Presentation by Team (15 points)

- a. Presentation is given by Project team members and is clear, concise, and focused on the Project.
- b. Team presentation conveys Project understanding, communication skills, innovative ideas, critical issues and solutions.

10. Q&A Response to Panel Questions (15 points)

- a. Proposer’s Project team members provide comprehensive, well versed, and educated responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		15	
3	Organization & Approach		15	
4	Scope of Services to be Provided		20	
5	Schedule of Work		5	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Local Presence		5	
8	References		10	

9	Presentation by Team		15	
10	Q&A Response to Panel Questions		15	
Total:			100	

G. Additional Requirements and Information

- Authorized signature.** Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.
- Reservation of Rights.** This RFP does not commit the Town of Los Gatos to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals, to postpone or cancel the selection process for its own convenience at any time, to waive any defects or irregularities in the RFP, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town of Los Gatos to do so. Furthermore, a contract award may not be made based solely on price. The Town also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the Town and the Proposers. The Town’s consultant agreement will form the basis of the contract between the parties.
- Proposer’s Costs.** Each proposer responding to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Town and all presentations, related costs, and travel expenses, including but not limited to vehicle miles, vehicle rentals, flights, transit fares, and meals, are at the Proposer’s sole expense. The Town shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposer. In addition, each proposer acknowledges and agrees that all documentation and/or materials submitted with the RFP shall remain the property of the Town.
- DIR Monitoring.** This Project may be subject to compliance monitoring and enforcement by the DIR.
- Communicating with Town.** If you have any questions regarding this RFP, please contact Michelle Quinney, Special Projects Manager at:

MQuinney, Special Projects Manager
Parks and Public Works Department
Town of Los Gatos
41 Miles Avenue, Los Gatos CA 95030
mquinney@losgatosca.gov

The Town’s primary point of contact for this RFP shall be the Town’s Project manager who shall administer the RFP process. All communications shall be submitted in writing and shall specifically reference this RFP (identify the Project in the subject line). Only answers issued by Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. No contact with other Town staff, Town council members, or any other public official concerning the Project during the procurement process is allowed. A violation of this provision may result in the disqualification of the Consultant.

- Assumptions of Proposers.** The Town is not responsible for the assumptions of Proposers. Neither the participation of the Town in any pre-proposal meeting, nor the subsequent award of the contract by the Town shall in any way be interpreted as an agreement or approval by the Town that a Proposer’s assumptions are

reasonable or correct. The Town specifically disclaims responsibility or liability for any Proposer's assumptions in developing its proposal.

7. **Public Record.** All responses to this RFP become property of the Town and will be kept confidential, subject to the requirements of the California Public Record Act, until a recommendation for award of a contract has been announced. Submittals are subject to public inspection and disclosure under the California Public Records Act. (Cal. Govt. Code sections 6250 *et seq.*). Unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, or any other written communication between the Town and any Proposer, and between Town employees or Consultants, regarding the procurement, shall be available to the public. In any event, the Town shall have no liability to Proposer for making disclosures required by the California Public Records Act or other law, court order, legal proceeding discovery request, investigative demand, subpoena, or order from a regulatory body having jurisdiction over either of the parties. Nothing contained herein shall be construed as requiring or obligating the Town to withhold information in violation of the California Public Records Act or other laws.
8. **Equal Opportunity.** The Town hereby notifies all Proposers that it will affirmatively insure that in any contract entered into pursuant to this procurement, minority business enterprises will be afforded full opportunity to submit PROPOSAL's in response to this RFP and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status, pregnancy, or other protected characteristic as set forth hereunder.
9. **Appeal.** The Town will entertain appeals regarding this RFP process only as set forth herein. The appeal process presented in this RFP will take precedence in the case of any conflict with the appeal processes contained in the Town's Policies and Procedures. The Town will not entertain appeals regarding, or reconsider, substantive scores or determinations made in the evaluation process.

Appeals may be based upon restrictive requirements or alleged improprieties in the RFP that are apparent or reasonably should have been discovered prior to the Town's receipt of proposals. Such appeals shall be written and hand delivered or sent via certified mail to be received by the Town's Contact at least fourteen (14) calendar days prior to the Town's receipt of proposals. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based.

Appeals may also be based upon alleged improprieties that are not apparent in the RFP or that could not reasonably have been discovered prior to the Town's receipt of the proposals. Such appeals are limited to 1) the Town's failure to follow its own appeal procedures set forth in this Section; and 2) other procedural errors in the RFP process. The appeal must clearly specify in writing the grounds and evidence on which the appeal is based. Such appeals shall be in writing and hand delivered or sent via certified mail to be received by the Town. Contact within five (5) calendar days from receipt of the notice from the Town informing of the successful proposer.

The Town's Contact will respond to an appeal in writing within ten (10) business days of receipt, and that determination shall be final.

The appeal procedures summarized in this Section are mandatory and comprise the sole and exclusive appeal procedures for this RFP. A Proposer's failure to comply with the procedures set forth herein will result in rejection of the appeal and constitute a waiver of any right to further pursue a protest or appeal (including, but not limited to, filing a Government Code claim or legal proceeding). If the Town determines the appeal to be frivolous, the Respondent originating the appeal may be determined to be irresponsible and may be ineligible for future purchase orders and/or contracts.

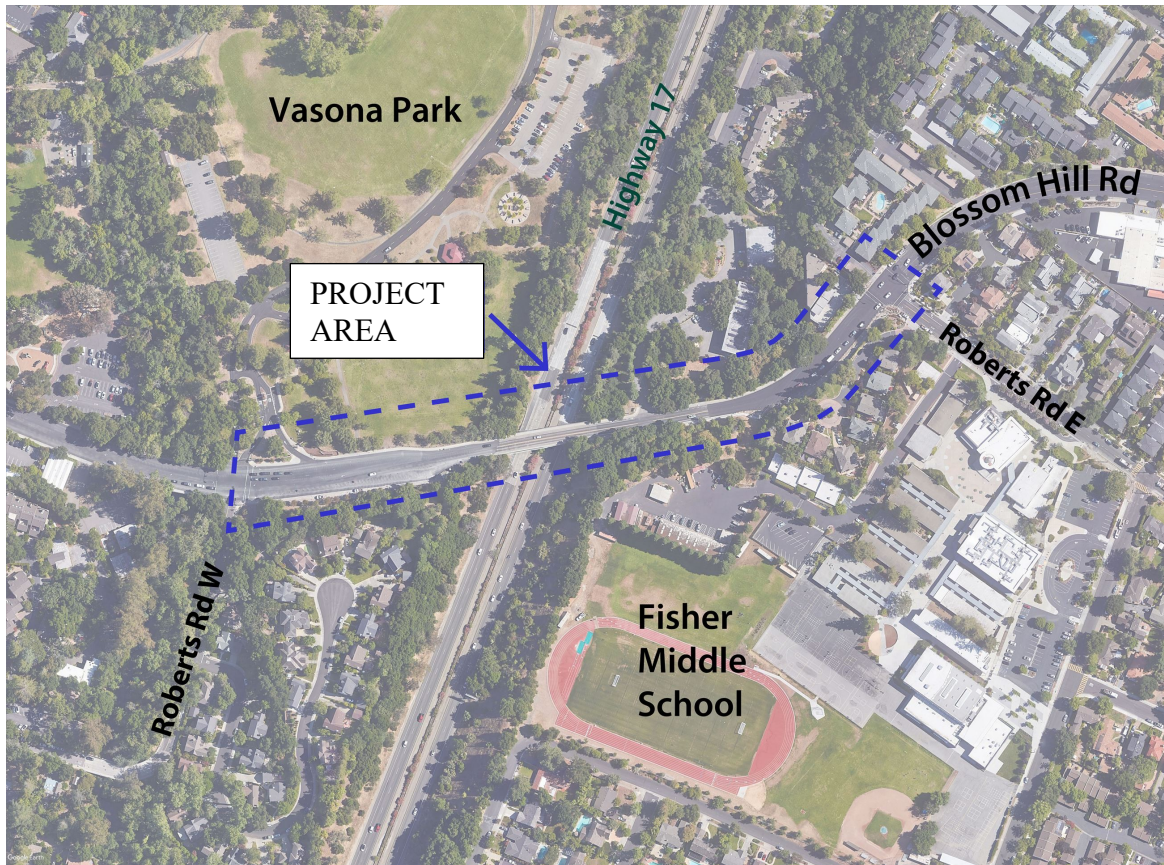
In order to prevail on an appeal based on alleged improprieties not apparent in the RFP as described herein, a Proposer must demonstrate that an error was material and prejudicial to the Proposer's effort to become selected for participation in this Project. In other words, in order to prevail, the Proposer must demonstrate that but for the Town's error, the Proposer would have been selected as the Successful Respondent.

If an appeal is received within five (5) business days from receipt of the notice from the Town informing of the successful proposer, the Town will proceed with the following process: 1) Town provides a copy of the appeal to the Successful Respondent and, within five (5) business days of receipt, successful proposer may provide to the Town a written response to the appeal; 2) within ten (10) business days thereafter, Town prepares a written response to the appeal and to the successful proposer's response, if any, and provides the analysis to appellant and successful proposer; 3) within five (5) business days, appellant and successful proposer may provide written responses; 4) Town sets a hearing date for a Town Council determination on the appeal and prepares a written staff report and recommendation; 5) Town staff notifies successful proposer and appellant of the date and time of the hearing and prepares and distributes a written record containing all documents necessary for the Town Council determination and distributes the record to all parties; 6) Town Council hearing in which successful proposer and appellant are provided full opportunity to present matter to Town Council; 7) Town Council renders a final determination.

10. **Governing Law.** The laws of the State of California shall govern the interpretation and enforcement of the contract. Legal action may be instituted only in the Superior Court of the County of Santa Clara, State of California, or in the Federal District Court in the Northern District of California.
11. **Adherence to All Local, State, and Federal Laws and Requirements.** The Proposer shall adhere to all applicable federal, state, and local laws, ordinances, statutes, rules and regulations, and rulings or directives of any agencies having jurisdiction including without limitation those relating to the environment (including, but not limited to, those promulgated by EPA, California Department of Public Health), wages, hours, health and safety (including, but not limited to, those promulgated by CAL-OSHA and FED-OSHA), equal employment opportunity, and working conditions or which pertain in any way to the Project and/or Proposer's scope of work on the Project.

ATTACHMENT 1

Highway 17 Bicycle and Pedestrian Overcrossing Project
VICINITY MAP



ATTACHMENT 2 –Sample -AGREEMENT FOR CONSULTANT SERVICES

HIGHWAY 17 BICYCLE AND PEDESTRIAN OVERCROSSING PROJECT 18-832-4505

ARTICLE I - INTRODUCTION

A. This AGREEMENT is made and entered into on _____ (DATE) by and between the TOWN OF LOS GATOS, a California municipal corporation, hereinafter referred to as, LOCAL AGENCY and _____ (CONSULTANT), hereinafter referred to as, CONSULTANT, whose address is _____ (ADDRESS OF CONSULTANT). The CONSULTANT is incorporated in the State of (NAME OF STATE).

The Project Manager for the “CONSULTANT” will be (NAME)

The Contract Administrator for LOCAL AGENCY will be WooJae Kim, Town Engineer.

This Agreement is made with reference to the following facts.

The LOCAL AGENCY desires to engage CONSULTANT to provide professional engineering services for the Highway 17 Bicycle and Pedestrian Overcrossing Project.

The CONSULTANT represents and affirms that it is willing to perform the desired work pursuant to this Agreement.

The CONSULTANT represents and warrants to LOCAL AGENCY that it possesses the distinct professional skills, qualifications, experience, and resources necessary and has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession and to timely perform the services described in this Agreement. CONSULTANT acknowledges LOCAL AGENCY has relied upon these warranties to retain the CONSULTANT.

CONSULTANT shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws.

CONSULTANT shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

- B. The work to be performed under this AGREEMENT is described in Article II entitled Statement of Work and the approved CONSULTANT’s Cost Proposal dated (DATE). The approved CONSULTANT’s Scope of Service (Exhibit A) and Cost Proposal (Exhibit B) is attached hereto and incorporated by reference. If there is any conflict between the approved Scope of Services or Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. CONSULTANT agrees, to the fullest extent permitted by law, to save, keep, indemnify and hold harmless and defend the LOCAL AGENCY, its officers, agents, employees and volunteers from all damages, claims, demands, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act, errors, or omissions of the CONSULTANT, or any of the CONSULTANT’S officers, employees, or agents or any sub-consultant. CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in

defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to LOCAL AGENCY employee(s). With prior written consent, the CONSULTANT may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. CONSULTANT shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by CONSULTANT or is based on allegations of CONSULTANT'S negligent performance or wrongdoing.
- E. LOCAL AGENCY is not required to make any deductions or withholding from the compensation payable to CONSULTANT under the provisions of this AGREEMENT, and is not required to issue W-2 forms for income and employment tax purposes for any of CONSULTANT'S assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT'S obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.
- H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.
- I. .No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

CONSULTANT agrees to perform the services as outlined in "Exhibit A –Scope of Services" within the time frames specified therein, and "Exhibit B – Consultant's Cost Proposal" which are hereby incorporated by reference and attached.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY'S Contract Administrator to determine, if CONSULTANT is performing to

expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.
- C. This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the CONSULTANTS fee.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on (insert award 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 at the earlier of final Project construction or on 12/31/26 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.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

TASK 1 -

- A. The method of payment for PHASE I of this AGREEMENT 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. 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 AGREEMENT 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 AGREEMENT 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 AGREEMENT.
- D. CONSULTANT will be reimbursed within 30 days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than 30 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 approved Cost Proposal and shall reference this AGREEMENT 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 must be submitted within 60-calendar days after completion of CONSULTANT's work, unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Town of Los Gatos Parks and Public Works Department
ATTN: Lisa Petersen, WooJae Kim, Town Engineer

Highway 17 Bicycle and Pedestrian Overcrossing Project
41 Miles Avenue
Los Gatos, CA 95030

- E. The total amount payable by LOCAL AGENCY for PHASE I shall not exceed \$(Amount).

PHASE II

- A. The method of payment for Phase II 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(s) specified in Article II Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.
- C. The method of payment for Phase II of this AGREEMENT, 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 AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "J," shall not be exceeded unless authorized by AGREEMENT amendment.
- D. In addition to the allowable costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$(0). 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 AGREEMENT amendment.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- F. 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.
- G. 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 AGREEMENT in accordance with the provisions of Article VI Termination.
- H. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- I. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) 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 AGREEMENT 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 sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Town of Los Gatos Parks and Public Works Department
ATTN: Woo Jae Kim/Town Engineer
Highway 17 Bicycle and Pedestrian Overcrossing Project
41 Miles Avenue
Los Gatos, CA 95030

- J. The total amount payable by LOCAL AGENCY for Phase II shall not exceed \$ _____.
- K. 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.
- L. 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.

ARTICLE VI TERMINATION

- A. This AGREEMENT may be terminated by LOCAL AGENCY provided that LOCAL AGENCY gives not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawing and data estimates performed to that date, whether complete or not.
- B. LOCAL AGENCY may temporarily suspend the AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- E. 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.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 or 48 CFR Part 31, are subject to repayment by CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CRF Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Government Code 8546.7; the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT'S Independent CPA, shall make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of CONSULTANT, Subconsultants, and the CONSULTANT'S Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar 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 AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTS, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, 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 AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract administrator 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 AGREEMENT 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, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the contract and disallowance of prior reimbursed costs.

- E. CONSULTANT Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Caltrans' Independent Office of Audits and Investigations (IOAI). IOAI, 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 AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI 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 IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) 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 (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred and fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred and fifty percent (150%) and two hundred percent (200%) - the provisional rate will be eighty five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the provisional rate will be seventy five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI 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. IOAI will then have up to six (6) 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 paragraph E, or if IOAI 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 accepted 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 accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA-audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The 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. The CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the CONSULTANT'S approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY..
- E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY'S Contract Administrator in advance of assigning work to a subconsultant(s).
- F. Prompt Progress Payment
CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.
- G. Prompt Payment of Withheld Funds to Subconsultants
The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY designates the method below to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY'S prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE

- 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 five thousand dollars (\$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 approved Cost Proposal and exceeding five thousand dollars (\$5,000) prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
 - 1. "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 AGREEMENT, or if the AGREEMENT 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.
 - 2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the Project.

ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction Project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY Projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this Project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works Project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
 4. If a worker employed by a subconsultant on a public works Project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the Project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the subconsultant for the performance of work on public works Projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the Sub-consultant.
 - c. Upon becoming aware of the Sub-consultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works Project.
 - d. Prior to making final payment to the subconsultant for work performed on the public works Project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works Project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works Project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If LOCAL AGENCY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.
- G. Hours of Labor
Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction Project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction Project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.
- C. The 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 AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction Project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this AGREEMENT 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 AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from the AGREEMENT 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

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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$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 subagreements, which exceed one hundred thousand dollars (\$100,000) and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI NON DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. 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.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States 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.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. 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 or any person associated therewith in the capacity of owner, partner, director, officer or manager:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 - 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 - 3. Does not have a proposed debarment pending; and
 - 4. 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.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility.

Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

- A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is **12%**. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in [Exhibit 10-O2: Consultant Contract DBE Commitment](#) attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

- D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;

- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the Project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the Project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold \$10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

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

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance in compliance with the following:
 - Minimum Scope of Insurance:
 - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - iii. Consultant shall provide to the LOCAL AGENCY all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences.
 - iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
 - General Liability:
 - i. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.

- ii. The Consultant's insurance coverage shall be primary insurance as respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the LOCAL AGENCY, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, 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 LOCAL AGENCY. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

Workers' Compensation. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the LOCAL AGENCY before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

Indemnification. The Consultant shall save, keep, hold harmless and indemnify and defend the LOCAL AGENCY its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

- B. CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

- A. This AGREEMENT may be amended only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY’S Contract Administrator.
- C. There shall be no change in CONSULTANT’s Project Manager or members of the Project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY’S Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY’S Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the Project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction Project site.

- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the Project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper

ARTICLE XXVI OWNERSHIP OF DATA

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other Project except the one detailed in this Contract. Any reuse by City for another Project or Project location shall be at City's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- 1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- 2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A

ARTICLE XXXIV SIGNATURES

Recommended by Department Head:

IN WITNESS WHEREOF, THE LOCAL AGENCY AND CONSULTANT HAVE EXECUTED THIS AGREEMENT.

TOWN OF LOS GATOS by:

Laurel Prevetti, Town Manager

CONSULTANT by:

Signature

Printed Name and Title

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, CMC, Town Clerk

Town of Los Gatos - CONSULTANT SERVICES AGREEMENT (Continued)

EXHIBIT A – SCOPE OF SERVICES

Selected Consultant will prepare final Scope of Services with Town following consultant selection process.

EXHIBIT B – CONSULTANT'S COST PROPOSAL

Selected Consultant and Town will negotiate and develop final cost proposal following consultant selection process.

ATTACHMENTS TO CONSULTANT AGREEMENT

1. The following exhibits from the Caltrans Local Assistance Procedures Manual (in the most current form) are hereby included in this AGREEMENT for Consultant Services.
 - Exhibit 10-I, Notice to Proposers DBE Information
 - Exhibit 10-O2, Consultant Contract DBE Information
 - Exhibit 10-H, Sample Cost Proposals
 - Exhibit 10-K, Consultant Annual Certification of Indirect Costs and Financial Management System
 - Exhibit 10-A, A&E Consultant Financial Document Review Request

A&E consultant firms (prime and/or sub consultants) electing to use the Safe Harbor Rate (SHR) in a contract are required to submit a completed SHR Consultant Certification of Eligibility, Contract Cost, Financial Management System (Attachment 1R). This requirement is in addition to the A&E Consultant Audit and Review Process requirement described in Local Assistance Procedures Manual, Chapter 10, Section 10.3.

- Safe Harbor Rate - Attachment 1R
2. Consultant is responsible for filing in and submitting the following exhibits (in the most current form) upon Project completion.
 - Exhibit 17-F, Final Report – Utilization of DBEs

ATTACHMENT 3 – LINKS TO RELEVANT PROJECT INFORMATION

- **Highway 17 Bicycle and Pedestrian Project webpage:** <https://www.losgatosca.gov/2556/Hwy-17-Bicycle-Pedestrian-Overcrossing>
 - Key documents on Project webpage include:
 - Feasibility Study Report
 - Highway 17 Bicycle and Pedestrian Overcrossing – Preliminary alignment
 - Community Engagement Plan
 - Project outreach video
 - Measure B Funding Agreement – attachment to the Dec.1,2020 Town Council Meeting Agenda
- **Connect Los Gatos webpage** – <http://losgatosca.gov/connectlg>
- **Town of Los Gatos Bicycle and Pedestrian Master Plan:**
<https://www.losgatosca.gov/2347/Bicycle-and-Pedestrian-Master-Plan>
- **Measure B Funding Agreement between Town and VTA** – Can be found as an Attachment to the Dec. 1, 2020 Town Council Meeting at: <https://www.losgatosca.gov/13/Agendas-Minutes>
- **Town of Los Gatos Engineering Standards:** <https://www.losgatosca.gov/1088/Town-Engineering-Standards>
- **Town of Los Gatos Interactive GIS Map:** <http://www.losgatosca.gov/MAP>.
- **Caltrans Local Assistance Procedures Manual:**
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

ATTACHMENT 4 – LOCAL ASSISTANCE PROCEDURES MANUAL EXHIBITS

The following Local Assistance Procedures Manual Exhibits are included to aid in the preparation of the Consultant's Proposal. It shall be the Proposer and selected Consultant to use the most current forms from the Caltrans website at: <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

- Exhibit 10-H-1: Sample Lump Sum Cost Proposal
- Exhibit 10-H-3: Sample Cost per Unit of Work Cost Proposal
- Exhibit 10-H-4: Cost Proposal for Caltrans with Prevailing Wage
- Exhibit 10-I: Notice to Proposers DBE Information
- Exhibit 10-01: Consultant Proposal DBE Commitment
- Exhibit 10-02: Consultant Contracts DBE Commitment
- Exhibit 15-H: Proposer/Contractor Good Faith Efforts
- Exhibit 10-A A&E Consultant Financial Document Review Request
- Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System
- Exhibit 10-Q: Disclosure of Lobbying Activities