



Regular Meeting Agenda January 17, 2017

Placentia City Council
Placentia City Council as Successor to the Placentia
Redevelopment Agency
Placentia Industrial Commercial
Development Authority

Craig S. Green
Mayor

Chad P. Wanke
Mayor Pro Tem

Rhonda Shader
Council Member

Ward Smith
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Mella
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

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Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "Oral Communications" portion of the agenda should fill out a "Speaker Request Form" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "Speaker Request Form" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
January 17, 2017
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Shader
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Green

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(Lamar Central Outdoor, LLC v. 567 Melrose Street, LLC et al.: Case No. 30-2016-00879187-CU-OR-CXC)
Number of Cases: 2

2. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Number of Cases: 1

3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees

4. Pursuant to Government Code Section 54957(b)(1):
PERFORMANCE EVALUATION OF PUBLIC EMPLOYEES
City Administrator

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
January 17, 2017
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Shader
Councilmember/Board Member Smith
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Green

INVOCATION: Police Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Girl Scout Troops of Placentia

PRESENTATIONS:

- a. **Cultural Arts Project for Every Student (CAPES) Grants**
Grant Recipients: Placentia/Yorba Linda Unified School District Schools
Presenters: Mayor Green, Community Services Coordinator Felipe Zambrano,
and Cultural Arts Commission Chair Rick Pana

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.g.):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
- 1.b. **City Fiscal Year 2016-17 Register for January 17, 2017**
Check Register
Fiscal Impact: \$746,525.35

Electronic Disbursement Register

Fiscal Impact: \$ 439,068.71

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

1.c. **Professional Services Agreement for Engineering Design and Environmental Permitting Services and Program Supplement Agreement for the Golden Avenue Bridge Replacement Project**

Fiscal Impact: Expense: \$589,868

Revenue: \$390,639 Federal Highway Bridge Project Funds
\$ 50,611 City Development Impact Fees

No General Fund Dollars will be spent on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve a not-to-exceed Professional Services Agreement with Biggs Cardosa Associates, Inc. for the Golden Avenue Bridge Replacement Project in the amount of \$589,868; and
- 2) Authorize the City Administrator to approve amendments to this agreement up to 10% of the contract not-to-exceed amount, or \$58,986.80; and
- 3) Approve Resolution No. 2017-04, A Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator to execute the Program Supplement Agreement No. 012-F to Administer Agency-State Agreement No. 12-5269F15 for the Federally Funded Golden Avenue Bridge Replacement Project Federal Project No. BRL-5269(025); and
- 4) Authorize the City Administrator to execute all necessary agreements for this project, in a form approved by the City Attorney.

1.d. **Program Supplement Agreement with Caltrans for the Placentia Avenue Street Rehabilitation Project**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. 2017-05, A Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator to execute the Program Supplement Agreement No. 013-F to administer Agency-State Agreement No. 12-5269F15 for the Federally Funded Placentia Avenue Rehabilitation Project; and
- 2) Authorize the City Administrator to execute all necessary agreements for this project, in a form approved by the City Attorney.

1.e. **Resignations From the Senior Advisory Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignations of Mrs. Beverly Cardwell and Mr. Robert Dewey from the Senior Advisory Committee; and
- 2) Update the City's Master Commission/Committee vacancy list to include the vacancies on the Senior Advisory Committee.

1.f. **Second Reading of Ordinance No. O-2017-01 Adopting Zone Change 2016-01 and Ordinance O-2017-02 Approving Development Agreement 2016-01 With Mercy Housing**

Fiscal Impact: Deferral of Development Impact Fees in Exchange for Community Benefit of Providing Veteran's Housing.

Recommended Action: It is recommended that the City Council:

- 1) Find that the second reading and adoption of Ordinance No. O-2017-01 and Ordinance No. O-2017-02 is consistent with the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program adopted by the City Council on January 10, 2017 for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), and direct Staff to file a Notice of Determination; and

- 2) Waive full reading, by title only, and adopt Ordinance No. O-2017-01, An Ordinance of the City Council of the City of Placentia, California, Approving Zone Change 2016-01 amending the official zoning map of the City by **changing the zoning district from "M" Manufacturing and "C-M" Commercial Manufacturing to "R-3" high density residential on a +/- 3.65 acre property at 1924 Orangeview Avenue related to the development of the +/- 3.65 acre property at 1924 Orangeview Avenue, Placentia, California;** and
- 3) Waive full reading, by title only, and adopt Ordinance No. O-2017-02, An Ordinance of the City Council of the City of Placentia, California, Approving Development Agreement 2016-01 with Mercy Housing California related to the development of the +/- 3.65 acre property at 1924 Orangeview Avenue, Placentia, California [Development Agreement No. 2016-01].

SUCCESSOR AGENCY CONSENT CALENDAR:

1.g. **Recognized Obligation Payment Schedule (ROPS 17-18) for July 1, 2017 Through June 30, 2018 & Reinstatement of Certain Loan Agreements Between the Successor Agency and City of Placentia**

Fiscal Impact: Expenditures: RPTTF \$2,700,747.00
ACA \$ 250,000.00

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution RSA-2017-01, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Approving and Adopting the Recognized Obligation Payment Schedule for the period of July 1, 2017 through June 30, 2018 (ROPS 17-18); and
- 2) Approve Resolution RSA-2017-02, A Resolution of the City Council of the City of Placentia, California, Acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, Approving Reinstatement of Certain Loan Agreements Between the City of Placentia and the Former Redevelopment Agency as Enforceable Obligations.

2. PUBLIC HEARING:

2.a. **Amending the Comprehensive Fee Schedule Increasing Rates and Charges for Various City Services; and Approving a Professional Services Agreement with Revenue & Cost Specialist, LLC to Prepare an Overhead Cost Allocation Study and Comprehensive Fee and Rate Schedule**

Fiscal Impact: Expense: \$26,000 General Fund
Revenue: Estimated Increase Unknown

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing to consider amending the Comprehensive Fee Schedule for certain City fees, rates and charges for various City services to adjust for 5.04% CPI; and
- 2) Receive the Staff Report and Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2017-06, A Resolution of the City Council of the City of Placentia, California, Increasing, Establishing and Adopting Certain City Fees, Rates and Charges for various City Services; and
- 5) Approve a Consulting Services Agreement with Revenue & Cost Specialist, LLC for the preparation of an Overhead Cost Allocation Plan Study and Comprehensive Fee and Rate Study; and
- 6) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney; and

- 7) Adopt Resolution No. R-2017-07, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the expenditure budget in the general fund in the amount of \$26,000, in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

3. REGULAR AGENDA:

3.a. October 2016 (Preliminary) Treasurer's Report

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the October 2016 (Preliminary) Treasurer's Report.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, February 7, 2017 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- CalPERS Requirements
- Purchase Sewer Utility Maintenance Vehicles through State of California Standard Agreement
- Notice of Completion: Emergency Operations Center Project
- Notice of Completion: Chapman Avenue Resurfacing Project
- Award of Construction Contract for Catch Basin Screen Insert Project Phase III
- Capital Improvement Program (CIP) Budget Amendment- Professional Services Agreement for Community Circulator Transit Study
- Amendment to Agreement for Landscape Maintenance Services
- City Commission and Committee Appointments
- Heritage Festival- Fiscal Recap. Approval of 2017 Event and Committee Structure
- Reaffirm Continuation of Citizens Fiscal Sustainability Task Force
- Community Development Block Grant (CDBG) Budget Amendment for Powell Building Renovation

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the January 17, 2017 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on January 12, 2017.

Rosanna Ramirez, Chief Deputy City Clerk

City of Placentia
Check Register
 For 01/17/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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<u>Check Totals by ID</u>	
AP	746,525.35
EP	0.00
IP	0.00
OP	0.00

Grand Total: 746,525.35

<u>Fund Name</u>		<u>Check Totals by Fund</u>	
101-General Fund (0010)		207,434.63	
208-Sccsr Agency Ret Oblg (0054)		24.60	
210-Measure M (0018)		3,451.14	
211-PEG Fund (0058)		2,566.00	
265-Landscape Maintenance (0029)		4,680.43	
275-Sewer Maintenance (0048)		579.18	
501-Refuse Administration (0037)		433,483.63	
601-Employee Health & Wfire (0039)		14,751.67	
605-Risk Management (0040)		69,854.93	
701-Special Deposits (0044)		9,699.14	

Void Total: 0.00
 Check Total: 746,525.35

Check Total: 746,525.35

1.b.
January 17, 2017

**City of Placentia
Check Register
For 01/11/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADAMS, STEPHANIE V009598	SR CENTER INSTRUCTOR PMT	104071-6060 Instructional Services	AP010417	135.00	12152016		00093089	01/05/2017
				Check Total:	135.00				
MW OH	ADMINSURE V004980	NOV WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP010417	3,797.64	9824		00093090	01/05/2017
				Check Total:	3,797.64				
MW OH	ALL CITY MANAGEMENT V000005	11/20-12/3 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP010417	1,512.88	46268	P10941	00093091	01/05/2017
MW OH	ALL CITY MANAGEMENT V000005	12/4-17 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP010417	3,025.75	46578	P10941	00093091	01/05/2017
				Check Total:	4,538.63				
MW OH	ALLIANT INSURANCE V007375	EVENT LIABILITY INSURANCE	404582-6201 Liability Insurance Premiums	AP010417	4,750.00	549579		00093092	01/05/2017
MW OH	ALLIANT INSURANCE V007375	EVENT LIABILITY INSURANCE	404582-6201 Liability Insurance Premiums	AP010417	495.00	550265		00093092	01/05/2017
				Check Total:	5,245.00				
MW OH	AT & T V008736	12/7-1/6 TEEN CNTR INTERNET SV	109595-6215 Telephone	AP010417	50.81	DEC T/C 16		00093093	01/05/2017
				Check Total:	50.81				
MW OH	AT & T MOBILITY V008709	11/8-12/7 IPAD CHARGES	109595-6215 Telephone	AP010417	330.81	X12152016		00093094	01/05/2017
				Check Total:	330.81				
MW OH	AVALOS, JUDY V005029	CHORUS WEBSITE REIMBURSEMENT	044-2063 Placentia Community Chorus	AP010417	52.38	202011677413		00093095	01/05/2017
MW OH	AVALOS, JUDY V005029	CHORUS WEBSITE REIMBURSEMENT	044-2063 Placentia Community Chorus	AP010417	52.38	202013331067		00093095	01/05/2017
MW OH	AVALOS, JUDY V005029	CHORUS WEBSITE REIMBURSEMENT	044-2063 Placentia Community Chorus	AP010417	52.38	202015096908		00093095	01/05/2017
				Check Total:	157.14				

**City of Placentia
Check Register
For 01/11/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	BANK OF AMERICA V008179	NOV S.A. BANK FEES	547525-6099 Professional Services	AP010417	24.60	0012453700		00093096	01/05/2017
			Check Total:		24.60				
MW OH	BLAIS & ASSOCIATES V008128	JULY GRANT WRITING SERVICES	104070-6099 Professional Services	AP010417	792.27	07-2016-PL1	P10946	00093097	01/05/2017
MW OH	BLAIS & ASSOCIATES V008128	AUG GRANT WRITING SERVICES	104070-6099 Professional Services	AP010417	2,982.26	08-2016-PL1	P10946	00093097	01/05/2017
MW OH	BLAIS & ASSOCIATES V008128	SEPT GRANT WRITING SERVICES	104070-6099 Professional Services	AP010417	1,900.00	09-2016-PL1	P10946	00093097	01/05/2017
MW OH	BLAIS & ASSOCIATES V008128	OCT GRANT WRITING SERVICES	104070-6099 Professional Services	AP010417	1,569.72	10-2016-PL1	P10946	00093097	01/05/2017
			Check Total:		7,244.25				
MW OH	BREA TROPHY AND V004181	EMPLOYEE OF THE YEAR PLAQUE	101512-6301 Special Department Supplies	AP010417	356.93	5057		00093098	01/05/2017
			Check Total:		356.93				
MW OH	CALIFORNIA DENTAL V008102	JAN DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP010417	572.18	JAN17		00093099	01/05/2017
MW OH	CALIFORNIA DENTAL V008102	JAN DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP010417	203.30	JAN17		00093099	01/05/2017
			Check Total:		775.48				
MW OH	CALIFORNIA PARK & V000174	CPRS MEMBERSHIP - MAURER	104071-6255 Dues & Memberships	AP010417	165.00	122016		00093100	01/05/2017
			Check Total:		165.00				
MW OH	CANON FINANCIAL SERVICES V008867	SEC COLOR COPIER USAGE	109595-6175 Office Equipment Rental	AP010417	3,893.55	16796052		00093101	01/05/2017
MW OH	CANON FINANCIAL SERVICES V008867	SEC COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP010417	263.14	16796054		00093101	01/05/2017
			Check Total:		4,156.69				
MW OH	CBE	11/20-12/19 COPIER COVERAGES	109595-6175	AP010417	86.25	IN1849903		00093102	01/05/2017

City of Placentia
Check Register
For 01/11/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008124		Office Equipment Rental						
MW OH	CENTURY BUSINESS V010180	8/26-11/25 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP010417	86.25 653.70	AR39591		00093103	01/05/2017
				Check Total:	653.70				
MW OH	CHAVEZ, ELIZABETH V010247	PD TRAINING MEALS, MILEAGE	103043-6250 Staff Training	AP010417	14.72	122716		00093104	01/05/2017
				Check Total:	14.72				
MW OH	CITY OF ANAHEIM V010186	11/15-12/15 ELECTRICAL CHARGES	109595-6330 Electricity	AP010417	61.48	121916		00093105	01/05/2017
				Check Total:	61.48				
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SERVICES	103047-6182 Lien Services	AP010417	37.50	256C	P10911	00093106	01/05/2017
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC LIEN SERVICES	103047-6182 Lien Services	AP010417	12.50	261C	P10911	00093106	01/05/2017
MW OH	CLEAR CHOICE LIEN SALES V005847	DEC CSUF PD LIEN SERVICES	103047-6182 Lien Services	AP010417	12.50	261D	P10911	00093106	01/05/2017
				Check Total:	62.50				
MW OH	COMMERCIAL AQUATIC V005203	DEC WHITTEN POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP010417	336.58	II16-6309		00093107	01/05/2017
MW OH	COUNTY OF ORANGE V008881	NOV OCATS PHONE SERVICES	103043-6137 Repair Maint/Equipment	AP010417	336.58 784.00	SH 44708	P10899	00093108	01/05/2017
				Check Total:	784.00				
MW OH	CRON & ASSOC V001603	TRANSCRIPTION SERVICES	103042-6290 Dept. Contract Services	AP010417	977.50	4744		00093109	01/05/2017
				Check Total:	977.50				
MW OH	DATA TICKET INC. V006119	NOV CODE ENFORCEMENT CITATION	103046-6290 Dept. Contract Services	AP010417	690.00	75217	P10878	00093110	01/05/2017

**City of Placentia
Check Register
For 01/11/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DELGADILLO, GRACIELA V010248	PYB REFUND	100000-4340 / 79348-4340 Recreation Programs	Check Total: AP010417	690.00	2001422.002		00093111	01/05/2017
MW OH	DEPARTMENT OF V009290	WORKERS COMP PREMIUMS	404580-5166 Workers' Comp Premiums	Check Total: AP010417	90.00	14,926.68 OSP 63100.		00093112	01/05/2017
MW OH	DRABEK, GARY V004197	DEC RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	Check Total: AP010417	14,926.68	200.00 DECEMBER		00093113	01/05/2017
MW OH	DRABEK, GARY V004197	NOV RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP010417	200.00	NOVEMBER		00093113	01/05/2017
MW OH	DRABEK, GARY V004197	OCT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP010417	200.00	OCTOBER 2016		00093113	01/05/2017
MW OH	EMPIRE MEDIA V005067	DEC MEDIA PRODUCTION SVS	581573-6099 Professional Services	Check Total: AP010417	600.00	2,566.00 PLA-16-012	P10887	00093114	01/05/2017
MW OH	EVERBANK COMMERCIAL V009592	DEC PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	Check Total: AP010417	2,566.00	2,022.33 4160807	P10861	00093115	01/05/2017
MW OH	FERNANDEZ, DAVID V008768	SANTA VISITS	100000-4340 / 79312-4340 Recreation Programs	Check Total: AP010417	2,022.33	900.00 121516		00093116	01/05/2017
MW OH	FERNANDEZ, DAVID V008768	CCB SANTA VISIT	104072-6301 Special Department Supplies	AP010417	360.00	121516		00093116	01/05/2017
MW OH	FIDELITY SECURITY LIFE V008132	DEC VISION INSURANCE PREMIUMS	395000-4740 ISF Employee Optical Costs	Check Total: AP010417	1,260.00	1,865.15 163060520		00093117	01/05/2017
MW OH	FIDELITY SECURITY LIFE V008132	DEC VISION INSURANCE PREMIUMS	395083-5164 Optical Insurance Premiums	AP010417	1,208.18	163060520		00093117	01/05/2017

**City of Placentia
Check Register
For 01/11/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FIS V008518	NOV B/L INTERCHANGE FEES	102020-6025 Third Party Administration	Check Total: AP010417	3,073.33	810.31 34383917		00093118	01/05/2017
MW OH	GAS CO, THE V000909	11/16-12/15 GAS CHARGES	109595-6340 Natural Gas	Check Total: AP010417	810.31	761.25 121916		00093119	01/05/2017
MW OH	GASTELUM, ART M V009741	JAN-MARCH LEASE PMT	105525-6935 Lease Expenditure	Check Total: AP010417	761.25	15,000.00 010317		00093120	01/05/2017
MW OH	GOLDEN STATE WATER V000928	OCT-DEC WATER CHARGES	109595-6335 Water	Check Total: AP010417	15,000.00	18,044.07 121316		00093121	01/05/2017
MW OH	GOLDEN STATE WATER V000928	OCT-DEC WATER CHARGES	296561-6335 Water	Check Total: AP010417	2,677.92	121316		00093121	01/05/2017
MW OH	GOLDEN STATE WATER V000928	OCT-DEC WATER CHARGES	109595-6335 / 61138-6335 Water	Check Total: AP010417	364.21	121316		00093121	01/05/2017
MW OH	GOODING, KIMBERLY V010249	PYB REFUND	100000-4340 Recreation Programs	Check Total: AP010417	21,086.20	90.00 2001418.002		00093122	01/05/2017
MW OH	GST V009410	HP COMPUTERS & MONITORS	109595-6999 Other Expenditure	Check Total: AP010417	90.00	7,374.77 INV1779	P10962	00093123	01/05/2017
MW OH	GST V009410	MS SURFACE PRO 4, DOCKING	101514-6301 Special Department Supplies	Check Total: AP010417	90.00	17,202.30 INV1867	P10970	00093123	01/05/2017
MW OH	HALO CONFIDENTIAL V008544	DEC PD TRAINING MGMT	103040-6290 Dept. Contract Services	Check Total: AP010417	24,577.07	4,964.10 0072	P10877	00093124	01/05/2017
MW OH	HERNANDEZ, SALVADOR	DEPOSIT REFUND - KRAEMER	100000-4340 / 79348-4340	Check Total: AP010417	4,964.10	100.00 2001426.002		00093125	01/05/2017

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	V008761		Recreation Programs						
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 12/17 PD 12/23	0010-2170 Deferred Comp Payable - ICMA	Check Total: AP010417	100.00			00093126	01/05/2017
					1,426.50	122016H			
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 12/17 PD 12/23	0048-2170 Deferred Comp Payable - ICMA	AP010417	40.00	122016H		00093126	01/05/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 12/17 PD 12/23	0029-2170 Deferred Comp Payable - ICMA	AP010417	40.00	122016H		00093126	01/05/2017
MW OH	INTERNAL CONTROL V000504	DEC PRE EMPLOYMENT EXAMS	103040-6099 Professional Services	Check Total: AP010417	1,506.50			00093127	01/05/2017
					840.00	10947			
MW OH	IRVINE, JEFFREY V009851	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	Check Total: AP010417	840.00			00093128	01/05/2017
					50.34	123016			
MW OH	JONES & MAYER V009822	OCT INVESTIGATION LEGAL SVS	101005-6005 / 10044-6005 Legal Services	Check Total: AP010417	50.34			00093129	01/05/2017
					526.50	79784			
MW OH	JONES & MAYER V009822	OCT INVESTIGATION LEGAL SVS	101005-6005 / 10044-6005 Legal Services	AP010417	17,764.50	79787		00093129	01/05/2017
MW OH	JONES & MAYER V009822	OCT INVESTIGATION LEGAL SVS	101005-6005 / 10044-6005 Legal Services	AP010417	409.50	79788		00093129	01/05/2017
MW OH	KNOWLES-MCNIFF INC V000558	DEC SOFTWARE MAINT	101523-6136 Software Maintenance	Check Total: AP010417	18,700.50			00093130	01/05/2017
					2,545.50	INV90916	P10860		
MW OH	MAKE IT PERSONAL V000646	COUNCIL NAME BADGES	101001-6301 Special Department Supplies	Check Total: AP010417	2,545.50			00093131	01/05/2017
					24.51	976532			
MW OH	MC ELHINNEY, JAMES	FALL TUITION REIMBURSEMENT	109595-5150	Check Total: AP010417	24.51			00093132	01/05/2017
					3,045.68	10052016			

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	V003620		Tuition Reimbursement						
MW OH	MCINERNEY, BRIAN V010193	PD TRIANING MEALS, MILEAGE	103041-6250 Staff Training	AP010417	3,045.68	73.60 010117		00093133	01/05/2017
			Check Total:						
MW OH	MENELY, RICKI V003570	GAS REIMBURSEMENT	103658-6345 Gasoline & Diesel Fuel	AP010417	73.60	137.82 122416		00093134	01/05/2017
			Check Total:						
MW OH	MUNITEMPS V009595	12/12-15 FINANCE MANAGER SVS	102020-6099 Professional Services	AP010417	137.82	4,600.00 126953	P10872	00093135	01/05/2017
MW OH	MUNITEMPS V009595	11/28-12/8 FINANCE MANAGER SVS	102020-6099 Professional Services	AP010417	9,200.00	126927	P10976	00093135	01/05/2017
			Check Total:						
MW OH	MUNOZ, MICHELLE V009817	DRY CLEANING REIMBURSEMENT	101512-6301 Special Department Supplies	AP010417	13,800.00	30.00 01032017		00093136	01/05/2017
			Check Total:						
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP010417	30.00	223.24 58439		00093137	01/05/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP010417	223.24	58556		00093137	01/05/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP010417	223.24	58715		00093137	01/05/2017
			Check Total:						
MW OH	OFFICE SOLUTIONS V008864	RECYCLED PAPER	109595-6315 Office Supplies	AP010417	669.72	220.10 I-01072613		00093138	01/05/2017
			Check Total:						
MW OH	ORANGE COUNTY FIRE V000704	DEC PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP010417	220.10	417.00 PC207114		00093139	01/05/2017
			Check Total:						
			Check Total:						

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MW OH	ORANGE COUNTY SHERIFF'S BASIC TRAFFIC COLLISION REG V003655		103041-6250 Staff Training	AP010417	70.00	010217		00093140	01/05/2017
MW OH	ORANGE COUNTY SHERIFF'S JAIL SECURITY REG - RODRIGUEZ V003655		103043-6250 Staff Training	AP010417	15.00	122816		00093140	01/05/2017
MW OH	ORANGE COUNTY SHERIFF'S JAIL SECURITY REG - CHAVEZ V003655		103043-6250 Staff Training	AP010417	15.00	122916		00093140	01/05/2017
			Check Total:		100.00				
MW OH	ORANGE COUNTY NOV PARKING CITATIONS V007306		0044-2038 Parking Fines	AP010417	9,025.00	12616A		00093141	01/05/2017
MW OH	PARS V006999	OCT PARS ARS FEES	109595-6295 City Admin Services	AP010417	476.98	36062		00093142	01/05/2017
			Check Total:		476.98				
MW OH	PEDUTO, DON V009813	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP010417	100.00	30-16-067		00093143	01/05/2017
			Check Total:		100.00				
MW OH	PLACENTIA CITY OF V000778	DENTAL CLAIMS	395083-5130 Dental Claim	AP010417	9,128.41	10417		00093144	01/05/2017
			Check Total:		9,128.41				
MW OH	PLACENTIA, CITY OF V000782	WORKER'S COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP010417	45,885.61	10417		00093145	01/05/2017
			Check Total:		45,885.61				
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP010417	69.83	124126191000-00		00093146	01/05/2017
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	AP010417	126.23	124126191000-00		00093146	01/05/2017
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP010417	111.78	124126191000-00		00093146	01/05/2017
MW OH	PRINCIPAL FINANCIAL V000844	DEC LIFE INSURANCE PREMIUMS	395083-5163	AP010417	402.45	124126191000-00		00093146	01/05/2017

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	V000844		Life Insurance Premiums						
MW OH	PRINCIPAL LIFE V008141	JAN DENTAL INSURANCE PREMIUMS	95000-4720	Check Total: AP010417	710.29				
			ISF Dental Ins Reimbursement		674.24	JAN2017		00093147	01/05/2017
MW OH	PRINCIPAL LIFE V008141	JAN DENTAL INSURANCE PREMIUMS	95083-5162	AP010417	697.76	JAN2017		00093147	01/05/2017
			Dental Insurance Premiums						
MW OH	PROCURE AMERICA V009591	JAN PRINTER SAVINGS PROGRAM	109595-6137	Check Total: AP010417	1,372.00				
			Repair Maint/Equipment		400.42	1-1720	P10867	00093148	01/05/2017
MW OH	RAGGED ROBIN RANCH INC	12/12-15 PLANNING SVS	102531-6290	Check Total: AP010417	400.42				
	V009274		Dept. Contract Services		3,220.00	CR121516		00093149	01/05/2017
MW OH	RAGGED ROBIN RANCH INC	12/12-15 PLANNING TECH SVS	102531-6290	AP010417	1,530.00	CR121516		00093149	01/05/2017
	V009274		Dept. Contract Services						
MW OH	REPUBLIC WASTE SERVICES	OCT REFUSE COLLECTION	374386-6101	Check Total: AP010417	4,750.00				
	V007205		Disposal		216,710.01	676-002730539	P10895	00093150	01/05/2017
MW OH	REPUBLIC WASTE SERVICES	NOV REFUSE COLLECTION	374386-6101	AP010417	216,710.01	676-002769486	P10895	00093150	01/05/2017
	V007205		Disposal						
MW OH	RIVERSIDE COUNTY V008065	EFFECTIVE WRITING REG - IRVINE	103041-6250	Check Total: AP010417	433,420.02				
			Staff Training		59.00	123116		00093151	01/05/2017
MW OH	RODRIGUEZ, MEGAN V010251	PD TRAINING MEALS, MILEAGE	103043-6250	Check Total: AP010417	59.00				
			Staff Training		14.72	122716		00093152	01/05/2017
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	0010-1224	Check Total: AP010417	14.72				
			AR/City of Fullerton		131.09	121616		00093153	01/05/2017
MW OH	SOUTHERN CALIFORNIA	NOV-DEC ELECTRICAL CHARGES	296561-6330	AP010417	1,936.82	121616		00093153	01/05/2017

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	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 Electricity	AP010417	20,395.61	121616		00093153	01/05/2017
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 / 61140-6330 Electricity	AP010417	112.58	121616		00093153	01/05/2017
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 / 61139-6330 Electricity	AP010417	839.86	121616		00093153	01/05/2017
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP010417	3,503.45	121616		00093153	01/05/2017
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 / 61138-6330 Electricity	AP010417	249.62	121616		00093153	01/05/2017
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	AP010417	114.20	121616		00093153	01/05/2017
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP010417	28.55	121616		00093153	01/05/2017
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	0010-1228 AR/County of Orange	AP010417	13.76	121616		00093153	01/05/2017
				Check Total:	27,325.54				
MW OH	SPARKLETT V000967	NOV WATER/COFFEE SERVICE	109595-6301 Special Department Supplies	AP010417	2,001.35	4106122 111716		00093154	01/05/2017
				Check Total:	2,001.35				
MW OH	SPRINT V006533	11/26-12/25 PD RELAY SVS	109595-6215 Telephone	AP010417	37.99	313574471-062		00093155	01/05/2017
				Check Total:	37.99				
MW OH	THE PUN GROUP LLP V010156	FINANCIAL AUDITING SERVICES	102020-6010 Accounting & Auditing Service	AP010417	25,000.00	1600367	P10933	00093156	01/05/2017
				Check Total:	25,000.00				
MW OH	THOMSON REUTERS - WEST NOV WEST INFORMATION CHARGES V009649	WEST NOV WEST INFORMATION CHARGES	103042-6290 Dept. Contract Services	AP010417	167.58	835185501		00093157	01/05/2017

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MW OH	TIME WARNER CABLE V004450	12/22-1/21 PD CABLE	109595-6215 Telephone	AP010417	121.27	21042 JAN 17		00093158	01/05/2017
MW OH	TIME WARNER CABLE V004450	12/22-1/21 10MB FIBER CHARGES	109595-6215 Telephone	AP010417	1,381.52	35200 JAN 17		00093158	01/05/2017
MW OH	TIME WARNER CABLE V004450	12/22-1/21 10MB PW YARD FIBER	109595-6215 Telephone	AP010417	1,217.13	47700 JAN 17		00093158	01/05/2017
MW OH	TIME WARNER CABLE V004450	12/22-1/21 CABLE CHARGES	109595-6215 Telephone	AP010417	313.62	52862 JAN 17		00093158	01/05/2017
MW OH	TRANSUNION RISK & V009317	DEC DATABASE TRANSACTIONS	103040-6290 Dept. Contract Services	AP010417	114.50	010117		00093159	01/05/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 12/17 PD 12/23	0010-2126 Employee PARS/ARS W/H	AP010417	1,548.08	1220161		00093160	01/05/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 12/17 PD 12/23	0010-2131 Employer PARS/ARS Payable	AP010417	1,548.08	1220161		00093160	01/05/2017
MW OH	VERA, SANDRA V009293	FALL TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP010417	942.26	08312016		00093161	01/05/2017
MW OH	VERIZON WIRELESS V008735	11/21-12/20 PD AIRCARDS	109595-6215 Telephone	AP010417	942.26	9777339982		00093162	01/05/2017
MW OH	VERIZON WIRELESS V008735	11/21-12/20 CA IPAD CHARGES	109595-6215 Telephone	AP010417	38.01	9777339983		00093162	01/05/2017
MW OH	VERIZON WIRELESS V008735	11/21-12/20 COUNCIL IPAD	109595-6215 Telephone	AP010417	106.92	9777339984		00093162	01/05/2017
MW OH	VERIZON WIRELESS V008735	11/21-12/20 GIG USAGE	109595-6215 / 61139-6215 Telephone	AP010417	38.01	9777345353		00093162	01/05/2017

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MW OH	WESTERN TRANSIT V008280	NOV SR CENTER TRANSPORTATION	184071-6401 / 79538-6401 Community Programs	AP010417	1,620.87	2.2655	P10957	00093163	01/05/2017
				Check Total:	3,451.14				
MW OH	YAMAGUCHI, BRIAN V003248	DEC RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP010417	200.00	DECEMBER		00093164	01/05/2017
MW OH	YAMAGUCHI, BRIAN V003248	NOV RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP010417	200.00	NOVEMBER		00093164	01/05/2017
MW OH	YAMAGUCHI, BRIAN V003248	OCT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP010417	200.00	OCTOBER 2016		00093164	01/05/2017
				Check Total:	600.00				
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP010417	49.67	548848		00093165	01/05/2017
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP010417	35.63	549582		00093165	01/05/2017
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP010417	99.34	550879		00093165	01/05/2017
				Check Total:	184.64				
MW OH	YORBA LINDA WATER V001148	11/16-12/12 WATER CHARGES	109595-6335 Water	AP010417	936.45	121916		00093166	01/05/2017
				Check Total:	936.45				
MW OH	YORBA LINDA WATER V006633	DEC SEWER CHARGES	484356-6297 Billing Services	AP010417	347.60	197865		00093167	01/05/2017
				Check Total:	347.60				
MW OH	CALIFORNIA STATE V004813	P/E 12/31/16 PD DATE 1/6/17	0010-2196 Garnishments W/H	PY17001	970.79	2700/1701001		00093168	01/06/2017
MW OH	CALIFORNIA STATE V004813	P/E 12/31/16 PD DATE 1/6/17	0029-2196 Garnishments W/H	PY17001	7.87	2700/1701001		00093168	01/06/2017
MW OH	CALIFORNIA STATE	P/E 12/31/16 PD DATE 1/6/17	0037-2196	PY17001	46.15	2700/1701001		00093168	01/06/2017

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	V004813		Garnishments W/H						
MW OH	CALIFORNIA STATE V004813	P/E 12/31/16 PD DATE 1/6/17	0048-2196 Garnishments W/H	PY17001	123.25	2700/1701001		00093168	01/06/2017
			Check Total:		1,148.06				
MW OH	FRANCHISE TAX BOARD V000404	P/E 12/31/16 PD DATE 1/6/17	0010-2196 Garnishments W/H	PY17001	55.80	2710/1701001		00093169	01/06/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 12/31/16 PD DATE 1/6/17	0029-2196 Garnishments W/H	PY17001	2.10	2710/1701001		00093169	01/06/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 12/31/16 PD DATE 1/6/17	0048-2196 Garnishments W/H	PY17001	2.10	2710/1701001		00093169	01/06/2017
			Check Total:		60.00				
MW OH	ORANGE COUNTY V000699	P/E 12/31/16 PD DATE 1/6/17	0010-2176 PCEA/OCEA Assoc Dues	PY17001	318.52	2610/1701001		00093170	01/06/2017
MW OH	ORANGE COUNTY V000699	P/E 12/31/16 PD DATE 1/6/17	0037-2176 PCEA/OCEA Assoc Dues	PY17001	0.36	2610/1701001		00093170	01/06/2017
MW OH	ORANGE COUNTY V000699	P/E 12/31/16 PD DATE 1/6/17	0029-2176 PCEA/OCEA Assoc Dues	PY17001	2.91	2610/1701001		00093170	01/06/2017
MW OH	ORANGE COUNTY V000699	P/E 12/31/16 PD DATE 1/6/17	0048-2176 PCEA/OCEA Assoc Dues	PY17001	14.91	2610/1701001		00093170	01/06/2017
			Check Total:		336.70				
MW OH	PCEA C/O NORTH ORANGE V000679	12/31/16 PD DATE 1/6/17	0010-2176 PCEA/OCEA Assoc Dues	PY17001	33.12	2615/1701001		00093171	01/06/2017
MW OH	PCEA C/O NORTH ORANGE V000679	12/31/16 PD DATE 1/6/17	0029-2176 PCEA/OCEA Assoc Dues	PY17001	0.31	2615/1701001		00093171	01/06/2017
MW OH	PCEA C/O NORTH ORANGE V000679	12/31/16 PD DATE 1/6/17	0037-2176 PCEA/OCEA Assoc Dues	PY17001	0.04	2615/1701001		00093171	01/06/2017
MW OH	PCEA C/O NORTH ORANGE V000679	12/31/16 PD DATE 1/6/17	0048-2176 PCEA/OCEA Assoc Dues	PY17001	1.53	2615/1701001		00093171	01/06/2017
			Check Total:		35.00				

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MW OH	PLACENTIA POLICE V000839	P/E 12/31/16 PD DATE 1/6/17	0010-2180 Police Mgmt Assn Dues	PY17001	877.83	2625/1701001		00093172	01/06/2017
			Check Total:		877.83				
MW OH	PLACENTIA POLICE V003519	P/E 12/31/16 PD DATE 1/6/17	0010-2178 Placentia Police Assoc Dues	PY17001	2,844.63	2620/1701001		00093173	01/06/2017
			Check Total:		2,844.63				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 12/31/16 PD DATE 1/6/17	0010-2170 Deferred Comp Payable - ICMA	PY17001	2,208.46	2606/1701001		00093174	01/06/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 12/31/16 PD DATE 1/6/17	0037-2170 Deferred Comp Payable - ICMA	PY17001	17.06	2606/1701001		00093174	01/06/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 12/31/16 PD DATE 1/6/17	0029-2170 Deferred Comp Payable - ICMA	PY17001	12.50	2606/1701001		00093174	01/06/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 12/31/16 PD DATE 1/6/17	0048-2170 Deferred Comp Payable - ICMA	PY17001	49.79	2606/1701001		00093174	01/06/2017
			Check Total:		2,287.81				
			Type Total:		746,525.35				
			Check Total:		746,525.35				

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EP	ICMA RETIREMENT TRUST V000496	P/E 12/31/16 PD DATE 1/6/17	0010-2170 Deferred Comp Payable - ICMA	PY17001	12,425.36	2995/1701001		00008927	01/06/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 12/31/16 PD DATE 1/6/17	0029-2170 Deferred Comp Payable - ICMA	PY17001	59.49	2995/1701001		00008927	01/06/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 12/31/16 PD DATE 1/6/17	0048-2170 Deferred Comp Payable - ICMA	PY17001	279.17	2995/1701001		00008927	01/06/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 12/31/16 PD DATE 1/6/17	0037-2170 Deferred Comp Payable - ICMA	PY17001	92.82	2995/1701001		00008927	01/06/2017
					Check Total:	12,856.84			
EP	AMERICAN FIDELITY V010011	P/E 12/17 PD 12/23	0010-2155 Per Sec Plan - Opt. Life	ACH010917	42.90	122716C		00008928	01/09/2017
EP	AMERICAN FIDELITY V010011	P/E 12/17 PD 12/23	395000-2187 Voluntary Plan Life	ACH010917	463.96	122716C		00008928	01/09/2017
EP	AMERICAN FIDELITY V010011	P/E 12/17 PD 12/23	0010-2188 Health Care SSA	ACH010917	695.86	122716C		00008928	01/09/2017
EP	AMERICAN FIDELITY V010011	P/E 12/17 PD 12/23	0037-2188 Health Care SSA	ACH010917	6.96	122716C		00008928	01/09/2017
EP	AMERICAN FIDELITY V010011	P/E 12/17 PD 12/23	0048-2188 Health Care SSA	ACH010917	1.08	122716C		00008928	01/09/2017
					Check Total:	1,210.76			
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0010-2145 Employee PERS Payback W/H	ACH010917	148.81	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0010-2150 Survivor Benefit Package	ACH010917	99.13	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0010-2165 PERS Employer Payable	ACH010917	15.11	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0010-2195 PERS Uniform	ACH010917	26.93	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0029-2140 Employee PERS W/H	ACH010917	628.37	010317A		00008929	01/09/2017

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Electronic Disbursement Register
For 01/11/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0029-2145 Employee PERS Payback W/H	ACH010917	7.30	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0029-2150 Survivor Benefit Package	ACH010917	1.02	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0029-2195 PERS Uniform	ACH010917	0.38	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0037-2140 Employee PERS W/H	ACH010917	324.12	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0037-2150 Survivor Benefit Package	ACH010917	0.28	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0037-2165 PERS Employer Payable	ACH010917	1.71	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0048-2140 Employee PERS W/H	ACH010917	2,539.86	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0010-2140 Employee PERS W/H	ACH010917	133,865.35	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0048-2145 Employee PERS Payback W/H	ACH010917	7.30	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	395083-5145 Retirement PERS	ACH010917	-71,033.25	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0048-2150 Survivor Benefit Package	ACH010917	3.73	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0048-2165 PERS Employer Payable	ACH010917	8.27	010317A		00008929	01/09/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 12/17 PD 12/23	0048-2195 PERS Uniform	ACH010917	1.34	010317A		00008929	01/09/2017
Check Total:					66,645.76				
EP	EMPLOYMENT V010052	STATE TAX P/E 12/17 PD 12/23	0010-2135 Calif Income Tax W/H	ACH010917	24,228.47	122716B		00008930	01/09/2017
EP	EMPLOYMENT	STATE TAX P/E 12/17 PD 12/23	0029-2135	ACH010917	79.83	122716B		00008930	01/09/2017

City of Placentia
Electronic Disbursement Register
For 01/11/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	V010052	STATE TAX P/E 12/17 PD 12/23	Calif Income Tax W/H	ACH010917	399.91	122716B		00008930	01/09/2017
EP	V010052	STATE TAX P/E 12/17 PD 12/23	Calif Income Tax W/H	ACH010917	82.39	122716B		00008930	01/09/2017
					Check Total:	24,790.60			
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employee Medicare W/H	ACH010917	8,974.60	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employer Medicare Payable	ACH010917	7,556.80	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employee Social Sec W/H	ACH010917	157.50	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Federal Income Tax W/H	ACH010917	78,611.34	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employer Soc Sec Payable	ACH010917	157.50	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employer Medicare Payable	ACH010917	154.46	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Federal Income Tax W/H	ACH010917	283.48	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employee Medicare W/H	ACH010917	40.50	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employer Medicare Payable	ACH010917	40.50	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Federal Income Tax W/H	ACH010917	241.47	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employee Medicare W/H	ACH010917	19.85	122716A		00008931	01/09/2017
EP	V010054	FED/MED/SS P/E 12/17 PD 12/23	Employer Medicare Payable	ACH010917	19.85	122716A		00008931	01/09/2017

City of Placentia
Electronic Disbursement Register
For 01/11/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/17 PD 12/23	0048-2110 Federal Income Tax W/H	ACH010917	1,321.10	122716A		00008931	01/09/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 12/17 PD 12/23	0048-2115 Employee Medicare W/H	ACH010917	154.46	122716A		00008931	01/09/2017
Check Total:					97,733.41				
Type Total:					203,237.37				
Check Total:					203,237.37				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JANUARY 17, 2017

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN AND ENVIRONMENTAL PERMITTING SERVICES AND PROGRAM SUPPLEMENT AGREEMENT FOR THE GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT**

FISCAL EXPENSE: \$589,868

IMPACT: REVENUE: \$390,639 Federal Highway Bridge Project Funds*
\$50,611 City Development Impact Fees

No General Fund dollars will be spent on this project.

*The Federal reimbursement rate for design, right-of-way acquisition, and construction costs for this project is 88.53%. Staff has submitted a supplemental funding request to Caltrans to obtain additional grant funding to cover the cost of the design environmental permitting phase to the 100% complete level. Development impact fees in the amount of \$125,000 are available for the City's matching contribution. Sufficient funding exists to complete this phase of work under the initial Notice to Proceed up to the 65% complete level (Phase 1). Once the supplemental funding request has been approved by Caltrans, staff will issue the consultant a second Notice to Proceed to complete its work up to the 100% complete level (Phase 2).

SUMMARY:

A total of \$3,087,250 in Federal Highway Bridge Project grant funding has been earmarked to replace the Golden Avenue Bridge. The Federal reimbursement rate for this project grant is 88.53% or \$2,733,142, and the City's match amounts to 11.47% or \$354,108. The grant funds are available to fund the cost of engineering design, environmental review and permitting, right-of-way acquisition and construction of the new bridge. The bridge is located on Golden Avenue, west of Imperial Highway. It was constructed in 1934 and was rated as "functionally obsolete" by Caltrans in 2005. This rating made the bridge eligible for Federal funding to replace it. Competitive proposals for engineering, design and environmental review and permitting was solicited and two proposals for this scope of work was received. An internal proposal review panel evaluated both proposals and the firm Biggs Cardosa Associates was selected as the most qualified firm for this project. The project schedule anticipates approximately two (2) years to complete the design, environmental review and permitting and right-of-way acquisition. Construction is expected to be completed within six (6) months for a project completion date of November 2019.

1.c.

January 17, 2017

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve a not-to-exceed Professional Services Agreement with Biggs Cardosa Associates, Inc. for the Golden Avenue Bridge Replacement Project in the amount of \$589,868; and
2. Authorize the City Administrator to approve amendments to this agreement up to 10% of the contract not-to-exceed amount, or \$58,986.80; and
3. Approve Resolution No. 2017-XX, A Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator to execute the Program Supplement Agreement No. 012-F to Administer Agency-State Agreement No. 12-5269F15 for the Federally Funded Golden Avenue Bridge Replacement Project Federal Project No. BRL-5269(025); and
4. Authorize the City Administrator to execute all necessary agreements for this project, in a form approved by the City Attorney.

DISCUSSION:

Background

The Golden Avenue Bridge over Carbon Canyon Channel (Channel) was originally built in 1934. The bridge is an earth-filled reinforced concrete arch bridge supported on spread footings. The bridge is 34' feet long and 27' feet wide and carries two lanes of traffic over the channel. The bridge was inspected by Caltrans in 2005 and rated as "functionally obsolete". Golden Avenue is identified in the County Master Plan of Arterial Highways as a four-lane secondary arterial roadway. There are currently no sidewalks or bicycle lanes on the bridge resulting in conflicts between pedestrians, bicyclists and motorists.

In 2014, a total of \$3,087,250 in Federal Highway Bridge Project (HBP) Replacement grant funds was earmarked to replace and enlarge the bridge to accommodate four (4) traffic lanes, sidewalks and bicycle lanes. The grant funds cover the cost of design, right-of-way acquisition and construction. The grant program will reimburse the City up to 88.53% of the total project cost. The City received the Federal Authorization to proceed with soliciting competitive design proposals for this project in August 2016.

The request for proposals for engineering design and environmental permitting for this project was publicly advertised. Staff also contacted six (6) different engineering firms to advise them of this opportunity. A total of two (2) proposals were received. An internal review panel consisting of the Acting Director of Public Works, Contract City Engineer and the Economic Development Manager reviewed the proposals. Biggs Cardosa and Associates was the highest ranked firm due to their extensive experience in designing and constructing similar Federally funded bridge projects.

Environmental Review and Permitting

The Golden Avenue Bridge crosses Carbon Canyon Channel which is a “blue line” stream. As such, three (3) separate regulatory agencies have jurisdiction over the channel; Army Corps of Engineers, Department of Fish and Wildlife and the Regional Water Quality Control Board, Santa Ana Region. Regulatory permits from all three (3) agencies will be required for this project. In addition, the Channel is a regional flood control facility managed by the Orange County Flood Control District (OCFCD). This project will need to be coordinated with and permitted by OCFCD as well. In addition to regulatory agency permits, the project will need to undergo extensive environmental review and analysis both under the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). Utility relocation and coordination will also be an important component to this project as there are multiple utilities that are attached or adjacent to the existing bridge.

OC Loop Project

The OC Loop Project is a proposed 66-mile Countywide recreational trail loop. The Orange County Parks Department (OC Parks) is currently pursuing a project to close several trail gaps in the loop. The Segment D gap in the trail loop runs through the City of Placentia and its proposed route would be constructed along Carbon Canyon Channel. Segment D intersects with Golden Avenue and the bridge. Because the proposed bridge and recreational trail gap closure projects intersect with one another, close coordination between the City’s and County’s project teams are needed to ensure that any potential conflicts are identified and mitigated but to also ensure that there are no missed opportunities for both projects to enhance the other. Both project teams will work to identify potential design solutions to facilitate safe pedestrian and bicyclist connections between the new bridge and the proposed recreation trail.

Program Supplement Agreement

Caltrans is the agency tasked with overseeing the administration of Federal transportation grant funds throughout the State. The use of these funds requires the execution of Program Supplement Agreements between Caltrans and local agencies. These agreements outline how the funds are to be used, identifies eligible expenses and accounting requirements. The attached resolution identifying the City Administrator as the authorized agent to sign the Program Supplement Agreement is required by Caltrans and presented for Council consideration.

FISCAL IMPACT:

A total of \$3,087,250 in Federal Highway Bridge Project Funds has been earmarked for the design, right-of-way acquisition and construction of a new Golden Avenue Bridge. The Federal reimbursement/participation rate is 88.53% or \$2,733,142, and the City’s match amounts to 11.47% or \$354,108.

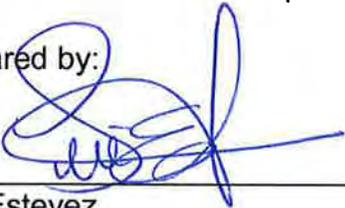
The total cost of design services amounts to \$589,868. When the grant application was initially submitted for this project, the estimated design cost amounted to \$441,250. Of this amount, \$390,639 would be covered by the grant, and \$50,611 would be the City’s matching cost. The City’s

matching cost is covered by \$125,000 in existing development impact fees set aside for this specific project. The significant environmental and permitting effort required for this project has increased the cost for completing this phase of the project to \$589,868.

In October 2016, Staff submitted a supplemental grant funding request to Caltrans that would increase the Federal Government's share of the design phase cost to \$522,210 and the City's matching cost to \$67,658, for a grant total of \$589,868, or 100% complete level. Sufficient funding currently exists to proceed with design and permitting up to the 65% complete level. The supplemental grant funding request submitted to Caltrans will provide sufficient funds to complete this phase to the 100% complete level.

The City is required to award a contract for these services within six (6) months of receiving the Federal authorization to proceed otherwise the project will be de-funded in its entirety and the grant funds forfeited. Accordingly, Staff recommends that the City Council award this agreement and proceed with completing the design and permitting phase up to the 65% complete level while the supplemental grant funding request is processed by Caltrans. If approved by Council, Staff will issue the consultant a Notice to Proceed up to the 65% complete level and then issue a second Notice to Proceed to the 100% complete level once the supplemental grant funds have been allocated.

Prepared by:



Luis Estevez
Acting Director of Public Works

Reviewed and approved:



Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with Biggs Cardosa Associates, Inc.
2. Resolution 2017-XX
3. Program Supplement Agreement No. F012

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH BIGGS CARDOSA ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this 17th day of January, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and BIGGS CARDOSA ASSOCIATES, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering design and environmental planning services, as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and the City's Request for Proposals, attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement

are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Five Hundred Eighty-Nine Thousand Eight Hundred Sixty-Eight Dollars (\$589,868.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 2 years, ending on January 16, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance,

and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against

whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope,

postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Biggs Cardosa Associates
500 S. Main Street
Suite 400
Orange, CA 92868-4507
Tel: 714-550-4665
Fax: 714-550-7294
Attn: Michael Thomas, SE

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8120
Fax: 714-528-4640
Attn: Luis Estevez

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically

named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other

projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula
City Administrator

Date: _____

ATTEST:

Patrick J. Melia
City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Luis Estevez
Project Manager

Date: _____

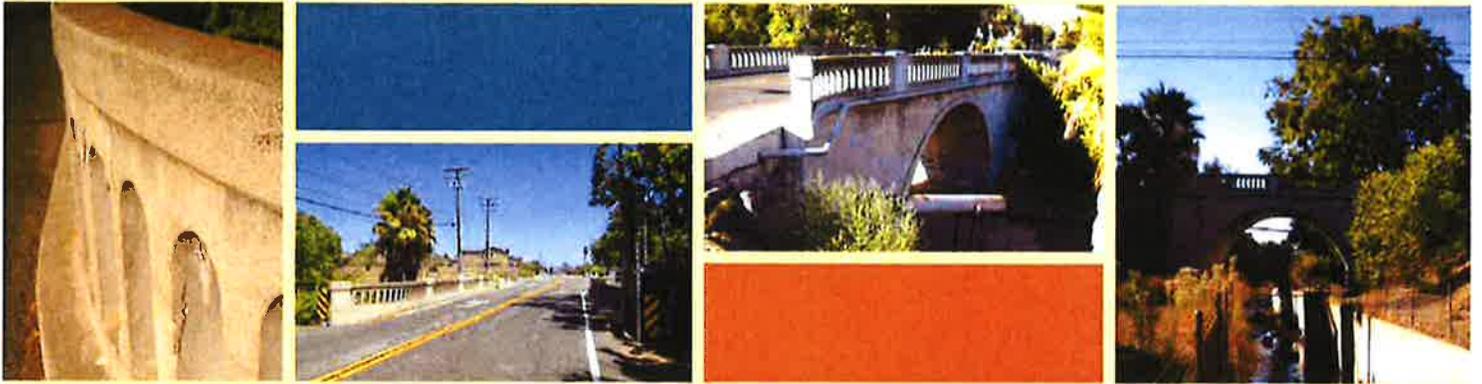
DEPARTMENTAL APPROVAL

Luis Estevez
Acting Public Works Director

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

Proposal to Provide Design Engineering Services



Golden Avenue Bridge Replacement at Carbon Canyon Channel

Federal Project NO. BRL-5269(025)
Bridge NO. 55C-0192

Presented to
City of Placentia

July 28, 2016
5:00 PM

BCA
BIGGS CARDOSA
ASSOCIATES INC
STRUCTURAL ENGINEERS

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COVER LETTER

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS

July 28, 2016
17512-2012

500 S. Main Street, Ste 400
Orange, CA 92668-4507
Telephone 714-550-4665
Facsimile 714-550-7294

Mr. Luis Estevez, Public Works Manager
City of Placentia, Public Works Department
401 East Chapman Avenue
Placentia, CA 92870

Subject: Proposal to Provide Professional Engineering Services for
Golden Avenue Bridge Replacement Project at Carbon Canyon Channel
Federal Project No. BRL-5269(025) Bridge NO. 55C-0192

Dear Mr. Estevez:

It is with great interest and excitement that we respond the City's Request for a Proposal to provide Professional Engineering Services for the Golden Avenue Bridge Replacement Project at Carbon Canyon Channel. We understand the importance of this new bridge as it will address the current safety issues with both pedestrians and bicyclists and will eliminate the roadway constriction at the existing functionally obsolete bridge.

The Biggs Cardosa Associates team specializes in public agency Highway Bridge Program (HBP) projects. We believe that our team is especially qualified to provide project management and engineering services due to our very recent successful completion of numerous bridge projects (many under the HBP) for various local transportation agencies. Our key personnel are thoroughly familiar with Caltrans practices, procedures, and requirements. Many of our HBP projects required approval from Caltrans, FHWA, Army Corps of Engineers, Department of Fish and Game, Regional Water Quality Control Board, and local governmental agencies. We believe that our team's experience in the evaluation, design, rehabilitation and replacement of bridge structures, expertise in the permitting process, HBP experience and extensive experience with Caltrans procedures and processes are strengths that will provide the City with a project that is designed on time and within budget.

Who is Biggs Cardosa Associates?

We are a California corporation established in 1986 that has become one of the leading bridge engineering firms in California. With over 85 personnel, we specialize in the design, repair, seismic retrofit, modification and rehabilitation of bridges for local agencies and Caltrans.

In addition to our bridge design expertise, Biggs Cardosa Associates (BCA) has extensive experience in managing projects where coordination of field surveys, environmental documents, public outreach efforts, hydraulic engineering, permitting, utility relocations, preparation of geotechnical investigations, right-of-way engineering, and general civil engineering design are required.

Our Team:

All engineering design services will be performed under the management and direction of Biggs Cardosa Associates and our Project Manager, Geoffrey Dizon, and our Principal, Michael Thomas. Our team is complemented by an all-star cast of subconsultants, whom we have worked with on many similar bridge projects. The table below includes all team members, the services they will be providing and the location of the office where the services will be performed.



<i>Firm/Contact</i>	<i>Office Location</i>	<i>Services Provided</i>
Biggs Cardosa Associates, Inc. (BCA) Geoffrey Dizon, Project Manager gdizon@biggscardosa.com Michael Thomas, Principal mthomas@biggscardosa.com	500 South Main Street, Ste. 400 Orange, CA 92868 Phone: 714.550.4665 Fax: 714.550.7294	Structural Engineering and Project Management
Engineering Resources of Southern California, Inc. Ali Pakzad, Managing Engineer apakzad@erscinc.com	9880 Irvine Center Drive Irvine, CA 92618 949.679.2600	Civil, Roadway, Surveying, Mapping, Traffic Handling, Utilities, Hydrology/Hydraulics, Right-of-Way, Lighting, and Drainage
GPA Consulting (GPA) (DBE) Rich Galvin, Principal richard@gpaconsulting-us.com	231 California Street El Segundo, CA 90245 310.792.2690	Environmental Services and Permitting
Earth Mechanics, Inc. (EMI) (DBE) Lino Cheang, Principal l.cheang@earthmech.com	17800 Newhope Street, Ste. B Fountain Valley, CA 92708 714.751.3826	Geotechnical Engineering and Material Testing

It is our belief that you will find this design team not only knowledgeable and experienced, but also enthusiastic and capable of delivering this project on time and within budget.

Per the City's request we have reviewed the RFP and Professional Services Agreement and take no exception to either document. We have included our "Not to Exceed" fee total on the spreadsheet in a separate sealed envelope.

Why select us?

We hope that this Proposal, our extensive experience with HBP projects, and the quality of the assigned staff and subconsultants will demonstrate that the Biggs Cardosa Team is the most qualified team to lead this project for you.

Our proven project delivery system to deliver projects in a smooth, expeditious, and successful manner, no matter how complex, will also benefit the City. Our track record on hundreds of transportation improvement projects delivered on schedule, within budget, and to our clients' satisfaction is the best proof that this system works. We encourage you to contact our references to hear about the quality of our services, and our consistent on-time and on-budget performance.

We are confident, that no other team is better prepared, better qualified, more experienced, and more eager to work on this project. BCA guarantees that all contents in this proposal shall be valid for a period of 120 calendar days. Thank you for providing our team with the opportunity to present our qualifications. Should you have any questions, please do not hesitate to call.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Michael A. Thomas, SE
Principal



Geoffrey Dizon, PE
Project Manager



EXECUTIVE SUMMARY / PROJECT TEAM ORGANIZATION

Executive Summary and Project Team Organization

**BIGGS CARDOSA
ASSOCIATES INC**
STRUCTURAL ENGINEERS



Structural Engineering and Project Management

Biggs Cardosa Associates, Inc. (BCA) is a California corporation established in 1986 with over 85 personnel in five California offices. Our expertise is managing and leading multi-disciplinary transportation projects, with bridges as a central component. Over the past 30 years, BCA has participated in the planning and design of hundreds of California bridges. BCA has developed a reputation for creative, unique, and cost-effective design solutions that have been used for the successful completion of many complex projects.

BCA has led the design of many HBP projects in California of similar size and scope to the Golden Avenue Bridge. A few highlights of our capabilities include:

- With over 85 employees, BCA is one of the largest bridge firm in the State of California. BCA has 14 registered Structural Engineers and 37 registered Civil Engineers.
- BCA specializes in HBP-funded bridge projects and bridges that are owned or reviewed by Caltrans.
- Extensive experience working on projects that required Caltrans approval (within Caltrans right-of-way or federally funded).
- The stability of our staff exceeds that of any other firm in the industry. Most of our employees have had only one job in their careers: BCA. The staff that starts your project will complete your project.
- BCA is a bridge firm and we are almost always the prime consultant for our HBP-funded bridge projects. We manage the projects and we design the bridges. We are the best at this narrow expertise.

Our proven project delivery system to deliver projects in a smooth, expeditious, and successful manner, no matter how complex, will benefit the City. Our track record on hundreds of bridge projects delivered on schedule, within budget, and to our clients' satisfaction—is the best proof that this system works.

Project Role	Key Personnel	Registration
Principal-in-Charge	Michael Thomas	SE 4676
Project Manager	Geoffrey Dizon	PE 62484

Federally Funded Projects – HBP Experience

BCA specializes in the design of transportation projects for which bridges are a central component, especially HBP-funded bridge replacements and rehabilitations. Over the past 25+ years, Biggs Cardosa Associates has led the design of over 200 federally funded bridge projects, including:

Project	HBP Funded	Over Waterway	Biggs Cardosa	Michael Thomas	Geoffrey Dizon
Glen Helen Pkwy	☑	Cajon Wash	Prime	P-I-C	PM
Gerald Desmond Br.	☑	POLB Channel	Major Sub	Proj Director	Proj Engr
Dola/Lanzit	☑	Dola/Lanzit Ditches	Prime	P-I-C	PM
National Trails Hwy	☑	Various Desert Washes	Prime	PM	Deputy PM
Firestone Blvd	☑	San Gabriel River	Prime	PM	Proj Engr
Riverside Drive	☑	Los Angeles River	Prime	PM	Proj Engr
Canoga Avenue	☑	Los Angeles River	Prime	PM	Proj Engr
Olive Ave/Magnolia Blvd	☑	Western Channel	Prime	P-I-C	PM
Warner Avenue	☑	Bolsa Chica	Prime	PM	Proj Engr
Magnolia Street	☑	Huntington Beach Channel	Prime	PM	Proj Engr
Brookhurst Street	☑	Talbert Channel	Prime	PM	Proj Engr

The BCA Team has extensive experience with Caltrans design standards, and Local Assistance policies and procedures to remain compliant with Federal Funding regulations. We have assisted several local agencies in obtaining HBP funds for their projects, including the County of San Bernardino, the City of Huntington Beach, the City of Norwalk, the City of Industry, and the City of Burbank.



Our Subconsultants



Civil, Roadway, Survey, Traffic Handling, Utilities, Permitting, Right-of-Way, Lighting, Hydraulics/Hydrology, and Drainage

Engineering, Resources of Southern California, Inc. (ERSC) was created in 1996 to provide specialized engineering personnel and services to municipalities, water and special districts. The strength behind ERSC is found in their staff of over 40 engineers, designers, construction observation personnel and administrative support staff in four offices located in Hemet, San Bernardino, Indio and the recent addition of an office in Irvine.

ERSC match the respective skills, technical abilities, work ethic, personality, character and attitude of their team members to the needs of their clients to create partnerships with their numerous Southern California agency clients to transform their projects from the broadest level of general scope and policy planning to their final specific design, implementation and construction resolution.

A number of ERSC staff members have significant previous experience as municipal and public agency employees. As a result they can approach each project with first-hand knowledge of agency culture and how an agency envisions the planning and processing of a well-executed project. They also have a firm grasp of the relevant governmental and regulatory agency requirements and procedures that must be followed to achieve compliance and expedite completion.

ERSC has completed hundreds of municipal projects, and the acquisition of ongoing contracts with a diversity of public agencies, providing task-specific services and support. ERSC's local presence has been greatly enhanced through the acquisition of key personnel and their comprehensive depth of experience. ERSC clients include federal, county & municipal agencies and Special Districts in Riverside, San Bernardino, Orange and Los Angeles Counties.

Project Role	Key Personnel	Registration
Civil Project Manager	All Pakzad	PE 50382

Environmental Services

Environmental Services



GPA Consulting (GPA) (DBE) is an interdisciplinary consulting firm providing environmental planning, historic preservation, and biology services. GPA, founded in 2003, is a certified woman-owned (WBE), disadvantaged (DBE), and small (SBE) business enterprise registered as a California Corporation. GPA specializes in obtaining environmental project approvals for their clients for projects across California. They provide a range of services to help their clients comply with federal and state environmental laws, and to successfully achieve project approval and implementation.

GPA's expertise is in completing CEQA/NEPA documentation, technical analysis, regulatory permitting, and agency coordination. GPA is particularly skilled in transportation projects and has ample experience working with the local, state, and federal agencies to prepare the requisite environmental documents meeting all regulatory requirements. GPA has received approval for CEQA/NEPA and permitting for over 75 roadway/conventional highway, bridge, interchange, and intersection projects. GPA uses our comprehensive knowledge of the Caltrans Local Assistance and Local Programs processes, as well as the various resource permitting agencies regulations and processes, to submit environmental documents and permit applications that meet agency requirements the first time, thereby reducing review times, revisions, and resulting costs and project delivery time. Specific Caltrans experience includes over 30 task orders, 4 prime contracts, direct work for Districts 7, 8, and 11, and over 100 Caltrans local assistance projects in Districts 1, 2, 3, 5, 6, 7, 8, 10, 11, and 12. Two principals (President and Vice President) and two senior level staff members previously worked for Caltrans and therefore understand extensively and have a unique knowledge of the Caltrans' environmental process.

GPA's extensive bridge experience includes work on over 50 bridges throughout California, most of which are projects that require NEPA approvals from Caltrans. Tasks associated with these projects include NEPA/CEQA documentation, technical analysis, Section 106/NEPA/CEQA compliance reports, public outreach, construction monitoring, agency coordination, and regulatory permitting. GPA has prepared many regulatory permit applications, and their familiarity with permitting procedures allows them to facilitate the process by identifying the need for permits early, preparing complete and accurate application packages, and understanding the often complex issues involved with environmental permitting.

Project Role	Key Personnel
Environmental Principal	Richard Galvin



Geotechnical Engineering and Material Testing

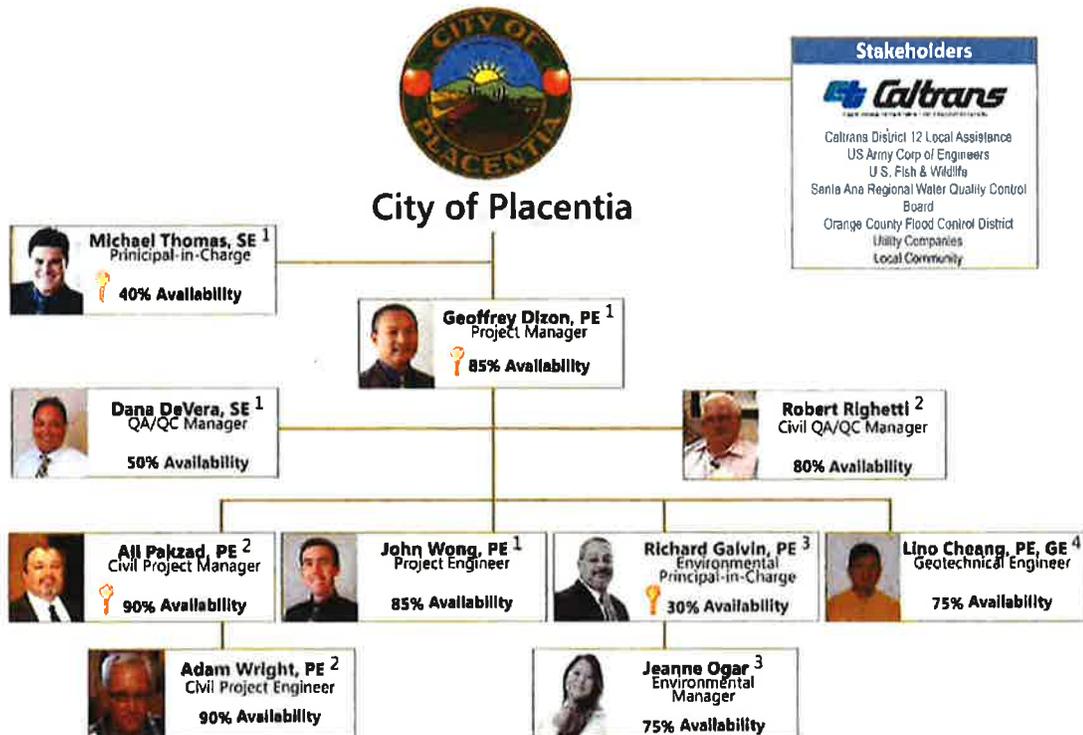
Earth Mechanics, Inc. (EMI) (DBE) is a geotechnical and earthquake engineering consulting company founded as a California Corporation in February 1989. The firm specializes in major geotechnical site investigations and testing, seismic hazard and earthquake retrofit evaluations, and foundation design for projects related to transportation infrastructure including bridges, freeways, roadways, and tunnels. With a staff of 31, EMI has offices located throughout California. The firm's headquarters is in Fountain Valley, California. Other offices are located in San Pedro, Oakland, San Bernardino, and San Marcos. EMI is certified as a DBE through the California Unified Certification Program.

EMI has experience with Caltrans Local Assistance policies for the Highway Bridge Rehabilitation Program (HBP). Some of their recent project experience funded by the HBP program includes Jefferson Street over Whitewater River in La Quinta, Columbia Avenue Overhead in Riverside, Floradale Avenue bridge replacement in Santa Barbara County, and Greenspot Road Bridge at Santa Ana River in Highland.

EMI's technical staff is familiar with Federal Codes and Specifications published by FHWA, AREMA, AASHTO, and ATC (Applied Technology Council) as well as design manuals, Standard Plans and Specifications and other design guidelines published by Caltrans. EMI is the prime geotechnical consultant on the ATC-32 project responsible for the review and modification of the foundation section of the widely used Caltrans Bridge Design Specifications.

The Biggs Cardosa Team, as shown on the organization chart below, was developed based on the project specific requirements, relative experience, depth of resources, local knowledge, working relationship with the City and other local agencies, and our extensive and successful working relationship. Our team's expertise and experience brings the City of Placentia a well-coordinated and technically strong team. Below are aspects that we believe are important to emphasize:

- ✓ This team is an experienced and cohesive team, with plenty of depth of staff to deliver this project in a timely manner.
- ✓ This team includes several key members with critical Caltrans, Local Assistance, environmental, and HBP-funded project experience, to ensure the project does not hit any environmental, permitting or funding roadblocks moving forward.
- ✓ This team includes two firms that are certified Disadvantaged Business Enterprises (DBE) which will ensure that the City's 13% DBE goal for the project is met.



1- Biggs Cardosa Associates, Inc. (BCA) 3- GPA Consulting (GPA) (DBE) Key Personnel
2- Engineering, Resources of Southern California, Inc. (ERSC) 4- Earth Mechanics, Inc. (EMI) (DBE)

Following are our Key Personnel Resumes.



Michael Thomas S.E. - Principal-in-Charge



EDUCATION

B.S., Civil Engineering, Santa Clara University, CA

REGISTRATION

CA, Civil Engineer #C49793
CA, Structural Engineer
S4876

During his 27 years at Biggs Cardoso Associates (BCA), Michael Thomas has led the design of over 80 bridge projects, representing well over 200 individual bridges. Projects have included everything from pedestrian bridges, bridge replacements, widenings, seismic retrofits, and repairs, to multi-structure interchanges and long aerial viaducts.

In addition to his structural engineering experience, Mr. Thomas has over sixteen years of experience in Project Management of multi-disciplinary bridge projects that included managing large teams of subconsultants, coordination with Caltrans, obtaining permits from various regulatory agencies, such as the US Army Corps of

Engineers, the California Department of Fish and Game, various Reclamation Districts, and Regional Water Quality Control Boards. Michael has successfully managed or worked on over 20 Bridge Replacement or Rehabilitation projects, mostly federally funded.

PROJECT EXPERIENCE

Glen Helen Parkway Bridge over Cajon Wash (HBP), San Bernardino County, CA: **Principal-in-Charge** for the grade separation/elevation of the Glen Helen Parkway Bridge over Cajon Wash in the Devore area. This new bridge crossing will relieve current congestion in the area and will ease the traffic flow to the San Manuel Amphitheater and future development that will be adjacent to the Glen Helen Regional Park.

Warner Avenue Bridge (HBP), Huntington Beach, CA: **Project Manager** for the Design and Construction Management for the repairs of an existing concrete bridge over the environmentally sensitive Bolsa Chica Channel.

Firestone Boulevard Bridge over San Gabriel River (HBP), Norwalk, CA: **Project Manager** for Design and Construction Engineering services including interim Construction Management, structural representative and bridge inspection services of a 239-foot long bridge replacement.

Canoga Avenue Bridge (HBP), City of Los Angeles, CA: **Project Manager** for the Design and Construction Engineering for the widening of an existing 150-foot long built up steel girder bridge over the LA River.

Riverside Drive Bridge (HBP), City of Los Angeles, CA: **Project Manager** for the widening of an historic 381-foot long over the Los Angeles River.

Burbank Boulevard Bridge Widening (HBP), Burbank, CA: **Project Manager** for widening and seismic retrofit of a 453-foot long six-span bridge over Metrolink/UPRR tracks and local Street.

Magnolia Blvd (HBP), Burbank, CA: **Principal-in-Charge** for the feasibility study of replacing the barriers and widening the existing 840-foot long ten-span bridge for pedestrians and bicyclists. Also assisted the City in applying for Highway Bridge Program funding which involved direct coordination with Caltrans.

Olive Avenue (HBP), Burbank, CA: **Principal-in-Charge** for the feasibility study of replacing the barriers and widening the existing 933-foot long ten-span bridge for pedestrians and bicyclists. Also assisted the City in applying for Highway Bridge Program funding which involved direct coordination with Caltrans.

Tustin/Rose Grade Separation, Anaheim, CA: **Project Manager** for a grade separation project for the OCTA, which raises Tustin Avenue/Rose Drive over Orangeflhorpe Avenue and BNSF railroad tracks. The estimated construction cost for this project is \$38 million.

MacArthur Blvd Bridge Deck Assessment and Evaluation Report, Irvine, CA: **Principal-in-Charge** for the structural evaluation/condition assessment of a 1,263-foot long mildly reinforced cast-in-place concrete box girder superstructure.

Yosemite Springs Parkway Replacement (HBP), Coarsegold, CA: **Principal-in-Charge** for a 125 foot, single span, cast-in-place box girder bridge over Coarsegold creek. The project also includes creek protection, adjacent road improvements, environmental and permitting through Fish and game, Corps of Engineers and Water Quality Control Board. The project is federally funded through the Highway Bridge program (HBP).

Geoff Dizon, PE - Project Manager



EDUCATION

B.S., Civil Engineering, Oregon State University, Corvallis

M.S., Structural Engineering, University of California at Berkeley, CA

REGISTRATION

CA, Civil Engineer #C62484

QUALIFICATIONS

Geoffrey has over 15 years of design experience consists of numerous projects including new construction, rehabilitation and/or seismic retrofit of various highway, pedestrian, vehicular and rail bridges, and retaining wall and soundwall structures.

PROJECT EXPERIENCE

Glen Helen Parkway Bridge over Cajon Wash (HBP), San Bernardino County, CA: **Project Manager** for the design of the 675-foot long cast-in-place prestressed concrete box girder bridge that carries four lanes of traffic on Glen Helen Parkway over the Cajon Wash. The new bridge crossing will relieve current congestion in the area and will ease the traffic flow to the San Manuel Amphitheater. The bridge is a five-span structure supported on large diameter Type I CIDH pile shafts and features a bent-type abutment to reduce construction cost and duration.

National Trails Highway Bridge Management Program (HBP), County of San Bernardino, CA: **Deputy Project Manager** for the creation of a Bridge Management Plan that provides a strategic and systematic approach for prioritizing all 128 bridges for repair, rehabilitation or replacement and performing structure inspection. Also assisting the County in programming and applying for HBP, BPMP, and TIGER Grant funds and performing the full program and consultant management work to oversee the design of all the timber bridges. Currently performing 35% preliminary engineering and environmental services for the replacement of the 31 single span timber bridges in anticipation of receiving TIGER Grant funds.

Tustin/Rose Grade Separation, Anaheim, CA: **Project Engineer** for a grade separation project for the OCTA, which raises Tustin Avenue/Rose Drive over Orangethorpe Avenue and BNSF railroad tracks. The estimated construction cost for this project is \$38 million.

Magnolia Blvd/Olive Avenue (HBP), Burbank, CA: **Project Manager** for the feasibility study of replacing the barriers and widening an existing 840-foot long and 933-foot long ten-span bridges for pedestrians and bicyclists. Also assisted the City in applying for Highway Bridge Program funding which involved direct coordination with Caltrans.

Dola Ditch and Lanzit Ditch Bridges (HBP), County of San Bernardino, CA: **Project Manager** for the replacement of two timber bridges, 60-foot and 80-foot long respectively. The two bridges will be replaced with timber bridges and each will be widened to 30 feet. Both structures were originally constructed in the early 1930's.

Hinkley Road Bridge, Barstow, CA: **Project Manager** for developing multiple replacement or rehabilitation alternatives for the damaged six-span timber bridge carrying two lanes of traffic over the Mojave River. The results of the alternatives analysis were presented in a Structural Evaluation Report which will be used by the County to secure FHWA Emergency Relief funding.

Gerald Desmond Bridge Replacement, Long Beach, CA: **Project Engineer** for the design-build project for the replacement of the Gerald Desmond Bridge and the associated approach ramp network. The proposed approach ramps are cast-in-place post-tensioned concrete box girder structures utilizing a span-by-span construction method with a Movable Scaffolding System for the high level ramps and the traditional construction method utilizing falsework for the low level ramps. The project also includes the construction of multiple standard cast-in-place and MSE retaining walls.

Canoga Avenue Bridge Widening (HBP), Los Angeles, CA: **Project Engineer** for a 147-foot long two-span precast prestressed I-girder bridge widening over the Los Angeles River.

Firestone Boulevard Bridge (HBP), Norwalk, CA: **Project Engineer** for the replacement of a 239-foot long three-span structure carrying six traffic lanes and concrete sidewalks over the San Gabriel River.

Riverside Drive Bridge (HBP), Los Angeles, CA: **Project Engineer** for the retrofit and widening of an existing five-span historic bridge over the Los Angeles River.

Burbank Blvd Bridge (HBP), Burbank, CA: **Project Engineer** for the widening and retrofitting of a six-span bridge over the SCRRRA tracks. Also provided construction services for the City of Burbank.

Surfside Inn Pedestrian Overcrossing, Capistrano Beach, CA: **Project Manager** for the structural evaluation of a two-span concrete pedestrian overcrossing that carries pedestrians over the Pacific Coast Highway and the Metrolink railroad tracks. A detailed seismic evaluation of the existing bridge was performed in accordance with the Caltrans seismic retrofit guidelines and the findings were documented in a seismic evaluation report.

Ali Pakzad, P.E.-Engineer-in-Charge/ Project Manager



EDUCATION

B.S., Civil Engineering, Lamar University

REGISTRATION

CA, Civil Engineer C50382

TX, Civil Engineer 55345

QUALIFICATIONS

Mr. Pakzad has over 35 years of experience in design, project management, project coordination, program management, and construction management of heavy and complex civil engineering and public works projects including streets, highways, toll roads, rail transit, parks, and airports.

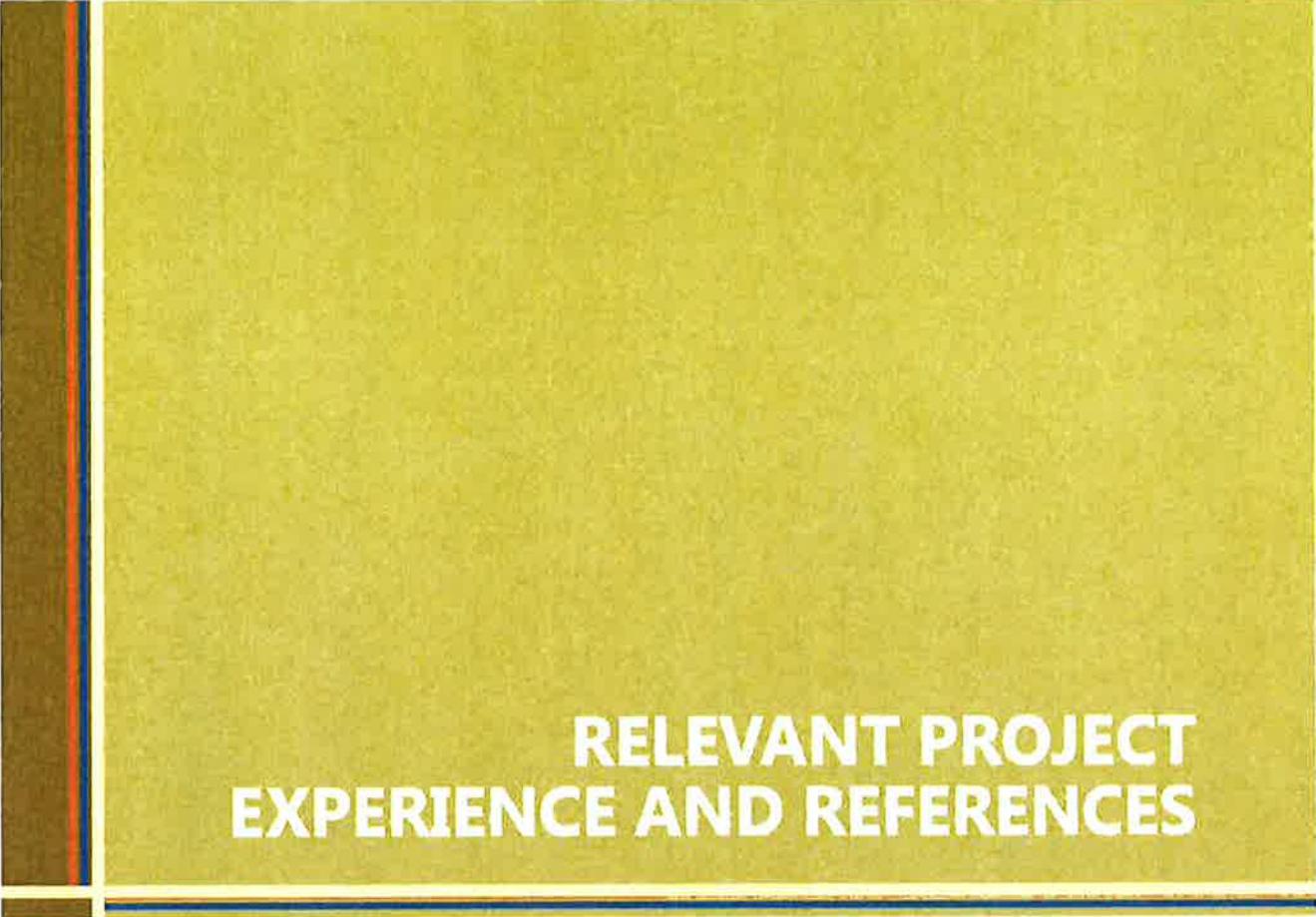
Mr. Pakzad owned and operated APA Engineering, Inc. from 2002 through 2015. APA was recently acquired by Engineering Resources of Southern California (ERSC). Mr. Pakzad now works as a Managing Engineer for ERSC working on Public Works projects and providing City Services to the municipalities in Southern California. Mr. Pakzad plays a critical role in the successful completion and delivery of projects. He is the most energetic and experienced Project Manager for this assignment based on his record of completing complex multi-disciplinary public works and transportation projects on schedule, within budget and to the satisfaction of our most demanding clients. Mr. Pakzad has been able to develop a sizable public works client base due to his passion and obsession for helping clients succeed by delivering quality services.

Mr. Pakzad has completed and successfully delivered similar projects for the cities of Aliso Viejo, Lake Forest, Irvine, San Juan Capistrano, San Clemente, El Segundo, La Canada Flintridge, La Mirada, Downey, Lawndale, Lynwood, Compton, Cudahy, Long Beach, South Gate, and South Pasadena.

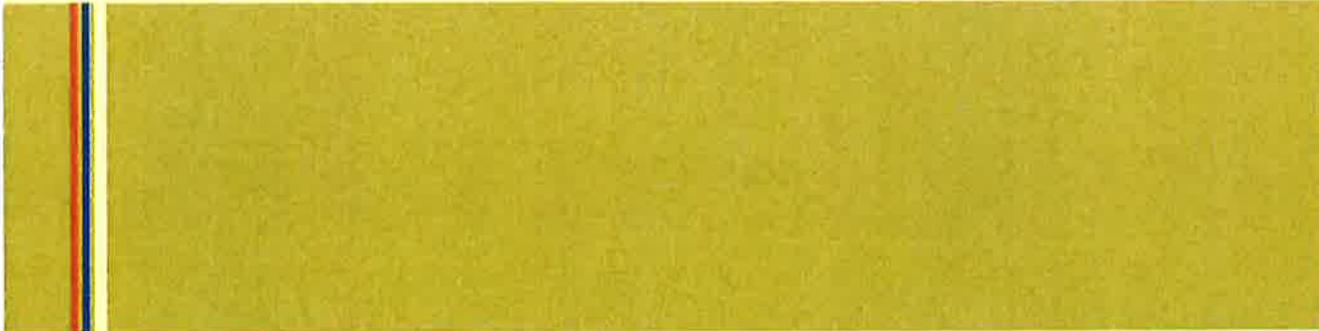
In addition to his international assignments to Kuwait and Thailand, and his employment with the Department of Transportation, Mr. Pakzad has practiced in California for over 28 years and has managed projects from conception to completion. Mr. Pakzad was a Design Manager for the \$800 million Eastern Transportation Corridor, a fast track design/build toll road project (SR-241). In addition, Mr. Pakzad, as a Managing Consultant, provided Program Management Oversight services for the Los Angeles County Metropolitan Transportation Authority (LACMTA) on their light rail projects. He understands the importance of setting aggressive project budgets, schedules and quality control parameters and is an advocate of "Partnering" for complex projects. Mr. Pakzad has worked on multi-agency projects extensively and can expedite and facilitate negotiations, permits, approvals, and any other related issues with third party agencies.

PROJECT EXPERIENCE

- Long Beach Blvd. Improvements City Limits to City Limits – City of Lynwood
- Cycle 8 and Cycle 9 Safe Route to School Construction – City of South Gate
- Pacific Park Dr. Street Rehabilitation and Improvements – City of Aliso Viejo
- Alton Parkway Street Rehabilitation and Improvements - City of Lake Forest
- Maple Avenue Street Reconstruction and Improvements – City of El Segundo
- I-5/Sand Canyon Avenue Interchange Project (\$6.8 million) – City of Irvine/Caltrans
- Rancho Viejo Rd & J. Serra Rd. Intersection Improvements (\$2 million), City of San Juan Capistrano
- Imperial Highway Rehabilitation & Median Improvements – City of Downey
- Imperial Highway Rehabilitation, Phase One and Two – City of La Mirada
- Broadway and 1st Street Rehabilitation Projects – City of Long Beach
- Avenida Pico Widening and Traffic Circulation Improvements – City of San Clemente



RELEVANT PROJECT EXPERIENCE AND REFERENCES



FIRESTONE BLVD BRIDGE OVER SAN GABRIEL RIVER, HSB, Norwalk, CA

Client: City of Norwalk
Reference: Bill Zimmerman, 714.798.1700
Project Cost: \$10.5 M
Current Status: Completed in 2016

Key Staff:

- Michael Thomas, Principal-in-Charge
- Geoffrey Dizon, Project Engineer
- Richard Galvin, Environmental Mgr.

Biggs Cardosa Associates (BCA) was selected as prime consultant and structural engineer to design an HSP-funded replacement for the Firestone Boulevard Bridge in Norwalk, CA. The replacement bridge is a 239-foot long, three-span structure carrying six traffic lanes and concrete sidewalks over the San Gabriel River. The bridge is constructed of precast concrete girders, supported on pier walls and drilled concrete piles.

With Average Daily Traffic (ADT) of 57,000 vehicles, it was decided to construct the bridge in stages allowing continuous use of the crossing throughout project construction. Due to the limited window of time when the river flows are low, in-channel construction timing and staging was critical. By locating the new pier walls between the existing piles, it is possible to construct the piers all at one time under the existing bridge. Also, utilizing precast concrete girder soffit limited the need for channel access after the pier walls were placed. Precast concrete girders can be delivered and placed from the existing bridge without the need of falsework in the channel.

BCA led a very successful coordination with the US Army Corps, LACFCD, CA Fish & Wildlife and the RWQCB to design, environmentally clear, secure all permits, acquire all right-of-way, relocate all utilities and advance this project in under three years. This project received the ACEC 2016 Honor Award for Engineering Excellence. The project design was completed on schedule and within budget.



GLEN HELEN PARKWAY BRIDGE OVER CAJON WASH (HSR), County of San Bernardino, CA

Client: County of San Bernardino
Reference: Andy Siao, 909.387.7922
Project Cost: \$25 Million
Current Status: Completion Date Est. 2017

Key Staff:

- Michael Thomas, Project Manager
- Geoffrey Dizon, Deputy Project Manager
- Richard Galvin, Environmental Manager
- Lino Cheung, Geotechnical Manager

Biggs Cardosa Associates (BCA) is the Prime Consultant and structural engineer for the design of the Glen Helen Parkway Bridge. Glen Helen Parkway is located south of the I-15 and SR 215 convergence in the community of Devore and crosses the Cajon Wash and the BNSF/UPRR railroad tracks. Glen Helen Parkway is vital to the community and is used to access the Glen Helen Regional Park and the San Manuel Amphitheater. It is also often used by commuters to bypass freeway congestion during rush hour traffic. The existing bridge is a low flow crossing, prone to flooding under large storm events.

This 4-lane bridge replacement project is the second and final phase of the overall project that elevates Glen Helen Parkway over both the Cajon Wash and BNSF/UPRR railroad tracks. The project will tie into the first phase which consists of the Glen Helen Parkway Grade Separation Project over the BNSF/UPRR railroad tracks.

The main goals of the project are to construct a bridge that will convey the 100-year design storm event, provide additional roadway capacity to handle the anticipated increase in future traffic, provide a connection for the multi-purpose path across the Cajon Wash and improve safety and traffic flow during special events at the San Manuel Amphitheater. The project team already completed the 65% PS&E within budget and is on schedule to complete the design by the end of 2016.



TUSTIN AVENUE/ROSE DRIVE RAILROAD GRADE SEPARATION, Placentia, Anaheim, CA

Client: OCTA
Reference: Joe Footson, 714.580.5406
Project Cost: \$39 Million
Current Status: Completed in 2016

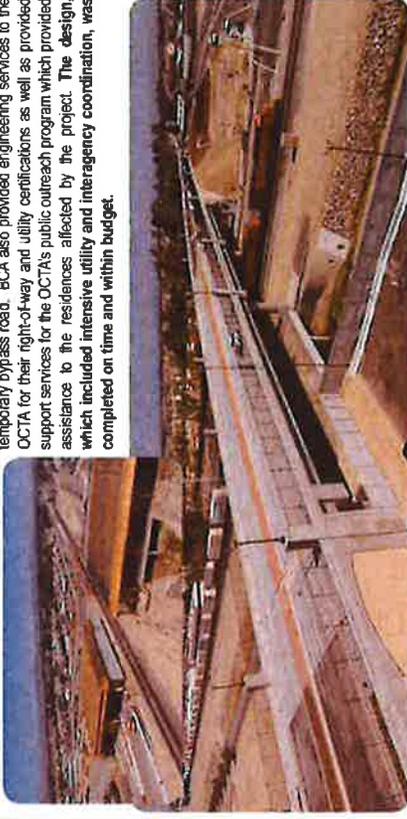
Key Staff:

- Michael Thomas, Project Manager
- Dana De Vera, Engineering Manager
- Geoffrey Dizon, Senior Project Engineer
- John Wong, Project Engineer

The BCA design team conducted a thorough survey of the project area and identified approximately a dozen affected utility lines. The team developed a utility matrix and comprehensive utility relocation plan to account for and track the status of every utility within the project limits. The utility relocation plan is coordinated with the staging of the bridge construction to achieve a reduction in re-work and significant cost savings. The design team met with each utility company that was affected by the project to share with them the progress of the design as well as work with them to develop relocation alternatives.

The design team developed staged construction plans in order to keep traffic open during all stages of construction. The team designed a temporary bypass road that allowed traffic to pass through the construction site during the construction of the bridge and MSE wall approach embankments. The bypass road includes a 72-foot long precast/prestressed voided slab temporary bridge over the Alwood Channel supported on concrete spread footings. The bypass road was completely removed after then construction of the Tustin Ave/Rose Dr Overhead is completed.

BCA worked closely with all of the project stakeholders which include the Cities of Anaheim and Placentia, BNSF, MWD and OCFCD during the various design stages. BCA coordinated with the CPUC for the removal of the existing at-grade railroad crossing, for the construction of the overhead structure and for the construction of the temporary at-grade crossing at the temporary bypass road. BCA also provided engineering services to the OCTA for their right-of-way and utility certifications as well as provided support services for the OCTA's public outreach program which provided assistance to the residences affected by the project. The design, which included intensive utility and interagency coordination, was completed on time and within budget.



RIVERSIDE DRIVE BRIDGE OVER LOS ANGELES RIVER (HBP) - LOS ANGELES, CA

Client: City of Los Angeles
Reference: John Koo, 213.485.4750
Project Cost: \$7.9 Million
Current Status: Completed in 2009

Key Staff:

- Michael Thomas, Project Manager
- Geoffrey Dizon, Project Engineer
- Richard Galvin, Sr. Environmental Planner



BURBANK BLVD BRIDGE OVER SCOUR TRACKS AND LAKE STREET (HBP) - BURBANK, CA

Client: City of Burbank
Reference: Omar Mohaizeb, 818.238.3943
Project Cost: \$3.7 Million
Current Status: Completed in 2005

Key Staff:

- Michael Thomas, Project Manager
- Geoffrey Dizon, Project Engineer



LOS SAND CANYON AVENUE INTERCHANGE IMPROVEMENTS - IRVINE, CA

Client: City of Irvine
Reference: Darrell Hartman, 949.724.7555
Project Cost: \$7.8 Million
Current Status: Completed in 2013

Key Staff:

- Ali Pakzad, Project Manager



IMPERIAL HIGHWAY STREET & MEDIAN IMPROVEMENTS PROJECT - DOWNY, CA

Client: City of Downey
Reference: Edwin Noms, 562.904.7109
Project Cost: \$4.1 Million
Current Status: Completed in 2010

Key Staff:

- Ali Pakzad, Project Manager



ERSC was retained by the City of Irvine for preparation of PS&E and related construction documents for the I-5/Sand Canyon Avenue Interchange Improvements Project for the City of Irvine. The project will realign and widen Sand Canyon Avenue to its ultimate configuration with four-lanes in each direction. The project will also widen the north bound on-ramps north bound off-ramp and south bound off-ramp. The work includes surveying and mapping, utilities, right-of-way engineering and acquisition, pavement design, bridge modifications, retaining walls, traffic signal modifications, grading, drainage, roadway realignment and geometry, Caltrans design exception and fact sheet, water quality SWPPP and WQMP, and striping and construction staging plans and TMP. Plans, Specifications and Cost Estimates are prepared to the City of Irvine and Caltrans standards and are coordinated with the adjacent Rail Road Grade Separation Project designed by others. This project design was completed on schedule and within budget.

ERSC completed a PS&E package for median improvements on Imperial Highway in the City of Downey from the west city limits to Downey Avenue (approximately 5,600 feet) and from Bellflower Boulevard to the east city limits (approximately 4,200 feet). The project added landscaping, a state of the art irrigation system meeting the new regulations, and lighted entry monuments. The project also widened the intersection of Imperial Highway and Paramount Boulevard including traffic signal modifications. The project was funded with Federal funds and it involved tasks such as surveying, base map, roadway design, ADA access ramps, driveways, right-of-way, drainage, waterquality/landscaping, irrigation, lighting, median sign monument, construction support, environmental document, obtaining E-76 Caltrans Permit, and complying with Caltrans LAPM. This project design was completed on schedule and within budget.

PROJECT UNDERSTANDING AND APPROACH

Project Understanding and Approach

Project Description

We understand that the City of Placentia is requesting proposals for the replacement of the Golden Avenue Bridge over the Carbon Canyon Channel (Br. No. 55C-0192).

The existing bridge was built in 1934 and is an earth-filled reinforced concrete arch bridge supported on spread footings. The bridge is 34 feet long and 27 feet wide and carries two lanes of traffic over the Carbon Canyon Channel. The bridge cross section consists of two 1'-6" wide concrete railings and two 12'-0" wide traffic lanes.



Based on our recent experience with Highway Bridge Program (HBP) funded projects, Caltrans is currently



restructuring their bridge inspection and rating system per the latest version of the Caltrans Element Inspection Manual. This restructuring has systematically led to existing bridges receiving higher sufficiency ratings and in this case, the removal of the functionally obsolete flag, even though no rehabilitation work has been performed. The bridge sufficiency rating (SR) for the Golden Avenue Bridge increased from 46.8 to 52.6 based on the Caltrans Bridge Inspection Reports (BIR) dated January 2014 and January 2016, respectively. The bridge was previously classified as functionally obsolete in the January 2014 BIR due to a deck geometry rating of 2, meaning the bridge section is not wide enough to carry the average daily traffic.

In addition, a recent Caltrans letter dated May 12, 2016 served as an advance notice to local agencies of the upcoming changes to the HBP guidelines and project eligibility that takes effect on October 1, 2016. More specifically for this project, bridges that are functionally obsolete due to bridge geometrics will no longer be eligible. Rest assured that the HBP funding eligibility of this project is not in jeopardy since the federal funds are already programmed. However, it is imperative that we complete this project in a timely manner since this may be the only opportunity for the City to receive federal funds for a full bridge replacement.

We have reviewed the City's Draft General Plan and have determined that Golden Avenue is classified as a secondary arterial highway with a typical right-of-way width of 80 feet. A secondary arterial highway is a four-lane undivided roadway without a median and is designed to accommodate approximately 20,000 vehicle trips per day at a Level of Service 'C'. Although the City is warranted to build the new bridge to the ultimate roadway cross section of 80 feet, it should be the first order of work to coordinate with Caltrans Local Assistance to determine the actual HBP eligible bridge width. Caltrans has recently been forcing local agencies to only build bridges that meet the minimum AASHTO requirements due to the limited amount of funding statewide. We anticipate that the HBP eligible bridge width will be 72 feet that consists of four 12-foot lanes, two 5-foot shoulders/bike lanes, and two 8-foot sidewalks. This widened bridge configuration will remove the current roadway constriction at the bridge and provide a smooth transition between the approach roadways on either side of the bridge.



Key Issues and Project Challenges

The BCA team has identified several key issues and project challenges that need to be considered in the project development process. These issues have been identified through multiple field visits, research of available documents and experience with similar projects. The key issues and project challenges are presented in the **Map of Project Challenges Exhibit** and are discussed in more detail below.

Utility Conflicts

As with most projects within existing and proposed rights-of-way, utility notification and coordination are important aspects of the project. Our project team has extensive experience in this area and has long established a successful comprehensive Utility Notification Procedure (UNP) to ensure we have done all that is reasonable to eliminate costly utility conflicts and delays. Early notification and close communication are necessary to avoid delays and construction problems.

The first step is to confirm that the utility maps are accurate and updated, as some may be 50 years old and untouched for many decades. This step takes staff out to the field to meet at the site with utility districts, municipalities and agencies. Surveyors are also involved to "pothole" a location, which is to positively identify a utility location and its depth.



Our staff will collaborate with power, telephone, water, petroleum and gas, cable and data communication companies and municipal districts and agencies to resolve the conflict issues due to the proposed bridge's approaches alignment and geometries. While reviewing maps and plans, our Project Utility Relocation Team (PURT) headed by a seasoned utility engineer identifies the utilities that may pose a potential conflict and consequently possibly impact the project schedule negatively. The next step is utility coordination and relocation of utilities in conflict and tackle these conflicts proactively. PURT also looks for creative design solutions (sometimes avoiding the utility) to minimize the relocation cost construction time. This proactive

approach will be useful when obtaining the ROW Certification from Caltrans where utility conflicts and a clear resolution on relocating them play a major role in successfully acquiring ROW certification from Caltrans which is a precursor to issuance of a E-76 document.

Based on our experience for major utilities, it could easily take up to nine (9) months to a year from the time a utility conflict is identified to the time it's relocated. The sooner plans are made to relocate facilities, order parts and schedule labor, the better for the City to stay on schedule and within budget. Our right-of-way team will streamline as the go-between to facilitate executing a relocation agreement and work orders with the utility companies.

According to our preliminary field investigation and review of as-builts, major utilities affected by this project include gas and petroleum lines, water mains, power and telecommunication, water valves, sewer and storm drain pipes, gas lines, street lights and service pedestals.



OC Loop Bikeway Project Interface

The County is currently working on the Orange County (OC) Loop Bikeway Project that will close the gap and complete the 66-mile continuous non-motorized bicycle and pedestrian facility. The OC loop will link existing regional facilities such as the Santa Ana River Bikeway, the Coastal Bikeway, the San Gabriel River Bikeway, and the Coyote Creek Bikeway. The proposed bikeway alignment runs along the west bank of the Carbon Canyon Channel and eventually crosses underneath the existing Golden Avenue Bridge. Close coordination with the County is required to ensure that the bridge replacement project will provide adequate width for the OC Loop bikeway as well as provide a connection to the existing bicycle facilities on Golden Avenue.



Drainage Considerations

On all new construction projects, regardless of the type of bridge structure and approaches, provisions for positive drainage of the approach system should be incorporated into the design and roadway surface drainage should be intercepted before reaching the approach/sleeper slab. The objective is to keep water away from the structure approach embankment. The surface water, once collected, should be discharged at locations where it will not create erosion.



Currently surface drainage is conveyed by gutter and then captured by corrugated metal pipes into the drainage channel. We are envisioning the construction of curb and gutter and sidewalk on four corners of bridge approaches where the proposed catch basins will collect the water and drain directly into the channel.

We do not anticipate any significant change in the existing drainage patterns because of the proposed project. Therefore, the permitting process from the OCFCD should not pose a major problem.

Right-of-Way

Based on our proposed conceptual bridge layout as shown on the Map of Project Challenges Exhibit, we plan to extend the southern sidewalk to connect with the approach sidewalk on the east side. This may require possible right-of-way acquisition from the adjacent oil field at the SW quadrant.



Roadway Alignment

Currently there are two angle points (P.I.) at stations 52+30.18 and 56+17.25 west and east of the existing bridge respectively. During the conceptual design phase, alternatives will be developed to eliminate the angle points to provide a smooth ride for the drivers as well as enhancing roadway site distance characteristics.

Coordination with City of Yorba Linda

Since Golden Avenue is adjacent to the City of Yorba Linda westerly limits, we will need to coordinate with the City to ensure that there are no surprises during project design. The City of Yorba Linda should be made aware of the project footprint, the traffic impact during construction, and the tentative construction schedule.

Permitting and Coordination with OCFCD

The proposed bridge structure and approaches will be coordinated with OCFCD to ensure the design and construction of the proposed bridge are in compliance with the agency requirements. Continuous OCFCD maintenance access will be provided during construction and all three maintenance access ramps will be restored after bridge construction.

Normally, these types of construction activities include channel reconstruction or modifications, new storm drain entries, underground utility installations, bridge construction and temporary encroachments. During construction, inspectors from Orange County Public Works (OCPW) Department will verify that construction within OCFCD rights-of-way con-



EO5 form to approved plans, permit conditions, special provisions, County of Orange Standard Plans, and safety standards.

The OCFCD standards are based on the Caltrans, OCPW, and APWA standard plans.

Pedestrian/Bicycle/ADA Compliance

During our site visit, we noted several pedestrians crossing the bridge even though there are currently no sidewalks. In addition, bicycles are currently allowed to use the full lane on the bridge and share it with fast moving vehicles. Both of these situations pose as liabilities to the City and potential safety hazards that need to be remedied with this proposed project.



The approach roadway and bridge work will conform to all the applicable American Disabilities Act (ADA) standards. We are proposing to construct an ADA compliant ramp at the SW quadrant. Pedestrian access will be accomplished by constructing sidewalks on each side of the bridge, compliant with ADA requirements and City standards. In addition, the project team will research and coordinate with local agencies to determine if Golden Avenue is intended to be part of a Regional Bicycle Plan. At a minimum, 5-foot shoulders on the bridge are proposed that will be used to connect the existing bike lanes at the approach roadways.



Environmental Considerations

Carbon Creek Channel is a narrow, concrete-lined drainage facility within a larger unlined channel, which flows to the Santa Ana River several miles downstream from the project area. Flows within the channel are likely variable, with highest flows occurring for short periods after rainstorms. The concrete portion of the channel does not contain vegetation; however, the upper slopes of the larger channel contain several large trees, including *Ailanthus altissima* (tree of heaven), *Pinus* spp. (pine), and *Washingtonia* spp. (fan palm). The rest of the area is bare ground interspersed with weedy plants. The existing bridge is bordered at two corners (north-west and southeast) by residential properties, and on the other two corners by oil field properties that appear to have utilities or other types of industrial storage use (tanks).

The City is planning to request federal funding for the project, and therefore environmental documentation pursuant to the National Environmental Policy Act (NEPA) is required. Because the project is located on a local street and not Caltrans' right-of-way, the project will be processed through Caltrans' Local Assistance Program. The design team has worked extensively with Caltrans Local Assistance projects, and is proficient in navigating the necessary approval processes. The adjacent oil well property at the SW quadrant will most likely be impacted by the project and will trigger the need for a Phase I Environmental Site Assessment (ESA). If the site is determined to be contaminated, a Phase II ESA may need to be conducted.

Construction Phasing

Golden Avenue is a moderate speed and volume roadway and will require traffic control consideration during construction. Impacts to traffic are always an issue during bridge replacement projects, especially knowing that most of these short span bridge types in urban settings require complete closure of the facility and the fact that a "stage construction" may not be feasible and/or cost prohibitive.

Inclusion of clear guidelines in the project specifications will provide the City with the tools necessary to minimize the traffic disruption impacts of the project. Traffic control and local access during construction will need to be addressed as part of the PS&E preparation. The commercial business owners at the project site and within the project limits will be concerned with access during the construction phase of this project. The traffic impacts to the commercial area with regard to continuous access for deliveries, emergency access, and trash pickups must be addressed and minimized.

Based on our project team's extensive experience in bridge replacement projects of this type, the preparation of traffic control plans is most often best left to the contractor. Most traffic control plans prepared at the design stage are either not used or are modified by the contractor to fit his operation. With this philosophy in mind, we have great success in the preparation of Conceptual Traffic Control Plans (CTCP) as well as instructions; criteria and phasing by proper labeling of the plans and inclusion in the construction specifications with a requirement that the contractor submit Traffic Control Plans based on the CTCP plans prepared by the consultant.

Specific concerns that will require attention include:

- Maintaining emergency access during construction
- Maintaining adequate travel lanes, particularly at peak hours
- Allowable hours of work
- School hour coordination
- Bus stop coordination
- Police and fire truck traffic ingress and egress consideration

SCOPE OF WORK

Scope of Services

The City will administer the project in two phases in anticipation of receiving additional HBP funding. Phase 1 encompasses all design tasks up to 65% PS&E including environmental clearance. Phase 2 tasks have been identified below and will commence once additional funds have been secured by the City. Advancing the Golden Avenue Bridge Replacement at Carbon Canyon Channel project through the delivery process requires the implementation of a variety of work tasks in the proper order at the proper time, with input and involvement from key project stakeholders. Biggs Cardosa Associates, Inc. (BCA) will accomplish this delivery service through the completion of the following tasks.

Task 1.0 – Project Management

Task 1.1 – Coordination/Meetings/Administration

Project Kick-Off Meeting: BCA will schedule a project kick-off meeting, at which we will invite key personnel from the City, Caltrans Local Assistance as well as other parties that, in concurrence with the City, we feel are important stakeholders in the success of the project. We will discuss project details and expectations at the project kick-off meeting.

Regular Project Development Meetings: BCA will schedule monthly project development meetings to discuss the status of the project, upcoming efforts, issues and other relevant information. An agenda and invitation will be sent out one week prior to the meeting, including minutes from the previous meeting. At the meeting, two tools that we like to use would be distributed. The first is an Outstanding Issues list. Items on the list are discussed at the meeting, new issues are added and assigned, and tasks completed are noted as "closed". The second tool is a 3-month Look-Ahead Schedule, highlighting upcoming tasks and deliverables.

We will also conduct agency coordination, technical workshops, a public meeting required for the completion of the environmental process, a City Council presentation in conjunction with the approval of the project environmental document and other coordination meetings as needed. All meetings will be documented with agenda and timely minutes.

Deliverables:

- ✓ Meeting agendas and minutes

Task 1.2 – Progress Reports

On a monthly basis, BCA will issue invoices and progress reports to the City detailing major items worked on during the billing period and percentage complete for each task, with substantiation for backup. We will establish and apply internal accounting methods and procedures acceptable to the City and Caltrans for documenting and monitoring contract costs.

Deliverables:

- ✓ Invoices with progress reports

Task 1.3 – Schedule

BCA will prepare and submit a Project Master Schedule in Microsoft Project to the City within 10 days of NTP. The schedule will be updated monthly and the updates distributed with our Progress Reports.

Deliverables:

- ✓ Project Master Schedule and updates

Task 2.0 – Preliminary Engineering

Task 2.1 – Base Mapping / Data Gathering

The BCA design team will obtain field survey data as required to complete the preliminary engineering services. We will perform ground survey and will prepare survey control maps for the design of the intersection widening and for any right of way acquisition. We will provide the City with a precise and detailed schematic base map at 1:20 scale. The base map will identify all existing improvements, edge condition, driveways, property lines, structures, sidewalks, existing right-of-way, drainage structures, fire hydrants, utility facilities, elevation contours trees, signs, street lights, fences, walls, etc., and other appurtenant improvements in the project area. Our field survey crew and in house designers will prepare a base map using the aerial and field topography. Topographic survey shall provide cross sections at 25-foot intervals (half-foot contour intervals) specifying grade breaks, change of grades, drainage pipe invert elevations and join elevations, within the limits specified herein. Supplementary shots of corners of buildings and any structures, including utilities that have potential impact and become integral part in the critical design/or disposition of this project such as alignment and property takes, etc., will be included and will be inclusive of the topographic survey. Half foot contours will be established. The field survey data will be used to establish the horizontal and vertical control for the project.

Task 2.2 – Conceptual Layout Plans

The BCA design team will prepare the conceptual (35%) layout plans which will include the following:

- Typical Sections
- Plan and Profiles
- Utility Relocation Plans
- Traffic Handling/Stage Construction Plans
- Bridge General Plan and Foundation Plan

Deliverables:

- ✓ 35% Unchecked Plans



Task 2.3 – Structure Type Selection Report

A Structure Type Selection Report will be submitted with the conceptual (35%) layout plans to document the basis of design and reasoning made to arrive at the selected alignment and bridge type. A minimum of two different alternatives will be presented and will discuss the advantages and disadvantages of each alternative.

Deliverables:

- ✓ Structure Type Selection Report

Task 2.4 – Preliminary Cost Estimate

A preliminary (35%) cost estimate will be prepared for the preferred alternative and included in the Structure Type Selection Report.

Deliverables:

- ✓ Preliminary (35%) Cost Estimate

Task 2.5 – Geotechnical Analysis

Preparation of Geotechnical Exploration Plan: Prior to start of any field work, we will prepare a borehole location plans. This plan will be provided to the City prior to the field investigation. We will secure a permit from the City.

Field Investigation: The BCA design team propose to drill a boring at the shoulder of Golden Avenue at each approach of the proposed bridge. The boring depth is estimated to be no more than 100 feet, or until refusal, whichever is encountered first. Traffic control will be required at one of the two targeted borehole locations, and traffic control will be established in accordance with the Work Area Traffic Control Handbook. We assume each of these borings will require one work day of drilling. Spoils generated from the boring excavations will be used to backfill the boreholes by mixing with cement and water. Excess spoils from the borehole excavations will be spread around the borehole area and will not be removed from the bridge site.

After completion of drilling, asphalt concrete cold-patch or quick-set Portland cement concrete will be used to replace paving that is removed for borehole drilling.

We will collect soil samples for laboratory testing, including bulk samples of near-surface soils and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of 5 feet or 10 feet at deeper depths, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the laboratory.

Laboratory Testing: Select representative soil samples will be taken for laboratory testing. Various laboratory tests will be performed to determine or derive physical and engineering characteristics of soils. Actual types of laboratory testing will depend on soil types encountered. The anticipated laboratory soil tests include: in-place moisture and density, Passing #200 Sieve, grain size distribution, direct shear tests, maximum density/optimum moisture content and soil corrosion tests. Tests will be conducted in general accordance with California Test (CT) methods or American Society for Testing and Materials (ASTM) standards.

Geotechnical Engineering Analyses: Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized profiles for design purposes. The following analyses will be performed for the project:

- Evaluate seismicity, estimate Peak Ground Accelerations, and determine an ARS curve.
- Evaluate liquefaction potential and seismically-induced settlement.
- Determine axial and lateral capacity of bridge foundation.
- Evaluated settlement and global stability of new or widened embankments.
- Evaluate settlement and bearing capacity of spread footings for retaining walls.
- Evaluate soil corrosivity.
- Evaluate the subgrade resistance (R-values) values for pavement design.

Geotechnical Report Preparation: The Preliminary Foundation Report and the Structure Foundation Report will be prepared in accordance with the Caltrans Guidelines for Structure Foundation Reports (2009). The Foundation Report will include Log-of-Test-Boring (LOTB) sheets.

Deliverables:

- ✓ Preliminary Foundation Report (PFR) for Type Selection Report
- ✓ Structure Foundation Report

Task 2.6 – Hydrology/Hydraulic Analysis and Report

Drainage Design: The BCA design team will prepare drainage design for both on and off structure drainage in accordance with the Orange County Design Manuals. We will review any available hydrology reports and will prepare a Hydrology & Hydraulic Report in conformance with County of Orange and City requirements to determine the amount of drainage tributary to the project area and to review the capacity of the existing drainage facilities.

We will review public agency's available hydrology/hydraulic and storm drain plan records for existing drainage facilities within and adjacent to the project site. Additionally, we will utilize field survey data to delineate



existing drainage pattern and runoff tributary areas to the bridge site. An existing condition hydrology calculation will be performed to determine the run-off for the various drainage facilities for the project. Rational Method hydrology calculations will be in accordance with the requirements of the 1986 OC Hydrology Manual. A preliminary hydraulics analysis will also be performed to determine the hydraulic function and size of the facilities.

Hydrologic Analysis: The analysis will be based on the Orange County Hydrology Manual. The goal is to provide 100-year protection for the structure with 2 feet freeboard for a 50-year return flood. The following manuals will be referenced:

- Orange County Flood Control Design Manual
- Orange County Local Drainage Manual
- 1986 Orange County Hydrology Manual
- 1986 Orange County Hydrology Manual Soil Maps
- 1996 Orange County Hydrology Manual Addendum
- Orange County Hydrology Manual Workbook

We will use the Orange County Modified Rational Method for computing peak flows on small, mostly urban watersheds. The interface includes the capability to combine runoff from multiple basins.

We will use the Orange County rational method to determine runoff rates for watersheds with an area less than or equal to 1 square mile (640 acres) or to estimate time of concentration (Tc) for an Orange County unit hydrograph analysis for any size watershed.

Tc is determined at a concentration point by the combination of sub-area Tc and routing travel time that produce maximum flow. Given a time of concentration for the outlet, a rainfall intensity can be determined from a rainfall-intensity-duration curve and a peak flow computed.

Hydraulic Analysis of the Proposed Bridge: The BCA design team will perform hydraulic backwater model analysis using HEC-RAS (Version 3.1.3) River Analysis System Surface Profiles in rivers (Corps of Engineers, 2005) Computer Program for the Carbon Canyon Creek at Golden Ave. The analysis includes:

1. Existing-conditions model through the project site.
2. Post-project conditions model.

The analysis compares the water surface elevations calculated for the 100-year flood (Q100) and Q50 for the above two conditions at the Golden Avenue Bridge. The downstream small bridge crossing which is for maintenance purposes will be modeled as an in-line weir.

Scour Analysis: Three components of scour will be considered for the proposed Golden Avenue Bridge depending on the type of the bridge proposed:

- 1) Contraction scour
- 2) Long-term scour, and
- 3) Abutment scour through the bridge opening

We will prepare necessary studies, plans and investigations as required to obtain a waterway permit for the replacement structure. The task includes coordination with Orange County Flood Control District (OCFCD). The design will be based on the OCFCD Manual.

Water Quality Management Concept: We will incorporate the requirements and conditions of the Santa Ana River Regional Water Quality Control Board into the plans and specifications for the bridge replacement project including, noise, dust, water quality, nesting birds, best management practices, and erosion and sediment control. We will also complete calculations and provide information to support completion of the Drainage Area Management Plan (DAMP), NPDES, temporary and permanent BMPs, and SWPPP for the project.

Task 3.0 – Right-of-Way and Utility Coordination

Task 3.1 – Right-of-Way Engineering

Preliminary Right of Way Engineering: The BCA design team will review the proposed improvements including limits of grading and construction limits to determine if additional right-of-way or easements are necessary to construct the project. We will obtain Preliminary Title Reports (PTR) covering the project limits. We will review all encumbrances within the project limits, including items shown on the County and City Maps and listed in the PTR. Plottable easements will be shown on the survey with the easement holder's name, purpose of easement, width, recording date and instrument number. Non-plottable easements will be shown in tabular form, if required.

Right of Way Cost Estimates: The design will consider various alignment alternatives for widening Golden Avenue so as to minimize right of way impacts. We will provide cost estimates to assist the City in choosing the most cost effective and efficient design route. Upon completion of the design phase of the Project, we will provide further right of way services support, including, but not limited to, cost estimates, title services and interviewing property owners, if requested. The cost projections will analyze the capital cost requirements associated with various project alternatives.

Title Reports: We will provide the City with a title report or litigation guarantees for each parcel to be acquired. Additionally, our services include the following tasks, which may be required to complete the City's project.



Interviewing Property Owners: Upon request by the City, we will interview property owners and tenants to present the proposed project and assess the extent of any concerns conveyed at meetings.

Final ROW Documents: Upon approval of the final alignment of the proposed improvements, the BCA design team will perform calculations to establish precise right-of-way acquisition areas for each parcel to be acquired. We will review and verify traverse closures and area calculations for each parcel. We will prepare legal descriptions and acquisition maps for each parcel. We will plot on 8-1/2" x 11" vellum acquisition maps per City standard layout. Maps will be drawn in ink, by AutoCAD, or by another approved method. All documents will be processed for City review. We will provide hard copies for each parcel of the final legal description, deed, exhibits, and right-of-way map for City execution.

Task 3.2 – Utility Coordination

Utility Investigation & Coordination: The BCA design team will contact water, sewer, storm water, electric, telephone, gas, cable and all other utilities providing service within the project area. We will notify each utility company (by certified mail) of the City's proposed plans, proposed schedule and obtain as-built drawings of the existing utilities using the form provided by the City. We may request potholing to vertically locate the existing underground utilities.

Utility Conflict Table: Subsequently, we will prepare a utility conflict table listing utility company name, construction field representative's name and telephone number, utility type, utility location/depth, construction material, and disposition of the utility within the project limits. We will also determine the ownership rights (utilities in their own easement or utilities in by franchise agreement) as this will determine who will pay for utility relocation. We will coordinate all utility relocations with City and notify the City if any utility relocation needs to be paid by the City early in the design process.

Utility Base Map: We will prepare a Utility Base Map based upon the information provided by the utility companies. The final utility base map will be submitted to the utilities and to the City for review. Any utility relocations or new facilities will be performed and provided by the utility companies. The utility base map will be reviewed as part of the conceptual design to determine if there is any conflict with the proposed construction. The utility base map information will also be included in the final plans and the disposition of each utility will be noted (protect in place, support in place, or relocated if necessary). We will process and permit any required utility relocations with the various agencies and utility companies, including City approval of street light relocations.

Utility Engineering: We will continue utility coordination through the final design phase and obtain all utility clearances as required to complete the project. We will conduct a final design utility field review and prepare minutes from this meeting. Utility meetings will be held prior to final Right-of-Way Plan submittal.

Task 4.0 – Environmental Clearance

Task 4.1 – Project Initiation / Preliminary Environmental Study (PES) Form

The BCA design team will prepare a detailed project description, including the purpose and need for the project, environmental study limits (ESL), and timing of construction. We will also review existing information and analysis for the project and gather any additional reference information needed. We will use this information to prepare an ESL Map and Preliminary Environmental Study (PES) Form, which will be submitted to the City and Caltrans for review and approval. We will coordinate as needed to obtain the necessary PES signatures.

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the ESL Map and signed PES Form

Task 4.2 – Technical Studies

Following approval of the PES Form, we will conduct the required technical analysis to support the CEQA and NEPA findings for the project. All technical reports will be prepared in accordance with Caltrans' Standard Environmental Reference (SER) guidelines and Chapter 6 of Caltrans Local Assistance Manual.

Task 4.2A - Minimal Impact Natural Environment Study

The BCA design team will review available data on biological species and communities with the potential to occur in the project area and vicinity. This review will include review of natural resource databases, such as the California Natural Diversity Data Base (CNDDDB), and a species list from the United States Fish and Wildlife Service (USFWS). Existing studies completed for the area will also be referenced, including applicable planning documents. Based on this information and project design plans, the Biological Study Area (BSA) will be delineated for use in site investigations and impact analysis.

Our biologists will survey the entire BSA and will map the existing vegetation communities observed in the area, including wetlands. We will also inventory the botanical and wildlife resources observed in the BSA. Potentially jurisdictional areas, including wetlands, other waters of the United States (U.S.), and waters of the State will be identified and mapped based on the presence of bed, bank, stream, and riparian vegetation, where applicable.

Based on the high level of site disturbance, existing hydrology, and lack of vegetation, habitat for special status species is expected to be limited, and there is a low potential for special status species to be in the project area. Therefore, at this time, the need for focused surveys or Federal Endangered Species Act consultation is not anticipated. However, we will survey for these and other species, and their potential habitat during site investigations. All species observed during surveys or with a potential to be in the project area would be discussed in the Minimal Impact Natural Environment Study (NES(MI)).

Following completion of background research and site investigations, we will summarize the results of these studies in an NES(MI) report. The NES(MI) will include a discussion of the existing biological resources in the BSA, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures that would be incorporated into the project to minimize impacts to the extent feasible. The NES(MI) will also include a discussion of any completed or future consultation required with other agencies to obtain project approvals and environmental permits.

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the NES(MI)

Task 4.2B - Historic Property Survey Report/Historical Resources Evaluation Report

All cultural resource efforts will be completed in compliance with CEQA and Section 106 of the National Historic Preservation Act (NHPA), and will follow the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act.

The BCA design team referenced the Caltrans' Historic Bridge Inventory, and determined that the Golden Avenue Bridge (Bridge #55C019) is not eligible for the National Register of Historic Places; therefore, further evaluation of the bridge structure is not required. However, a Historic Property Survey Report (HPSR) is required to document these results. We will also prepare the HPSR, and will review and coordinate with the City and Caltrans for review and approval of the HPSR.

Based on the proposed improvements, a small amount of right of way may be required from the parcel to the southwest of the bridge. Based on initial investigations, the property appears to have been developed sometime between 1953 and 1972; therefore, this property may need to be evaluated for eligibility in the National Register of Historic Places. We will evaluate this property and will prepare a Historical Resources Evaluation Report (HRER).

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the HPSR and HRER

Task 4.2C - Visual Impact Technical Memorandum

The BCA design team will conduct a visual impact analysis for the project and will describe the existing visual setting, including existing viewsheds, and key viewpoints. We assume that visual simulations will not be required for the project. We will analyze visual impacts resulting from the project and will develop measures to reduce these impacts. We will summarize the results of the analysis in a technical memorandum that will outline the existing setting, project impacts, and recommended minimization measures.

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the Visual Impact Technical Memorandum

Task 4.2D - Archaeological Survey Report and Paleontological Letter Report

The BCA design team will prepare the Archaeological Survey Report (ASR) for the project. We will prepare an Area of Potential Effects (APE) map for the project, and will coordinate with the City and Caltrans for review and signature of the map. The APE Map will be on an aerial base photo and will include the project boundaries, engineering details, parcel data, and the area of potential effects.

We will also conduct a 1-mile radius records search at the South Central Coastal Information Center (SCCIC), located at California State University, Fullerton. The SCCIC is the State-designated repository for records concerning known

archaeological, historic, and other cultural resources and documented studies in Orange County. The specific locations of archaeological sites are classified as confidential information and are available only to qualified archaeologists. We will contact the SCCIC to obtain information on previously recorded cultural resources in the APE and on previous cultural resource investigations in or near the APE. We will also map, photocopy, and review relevant cultural resource studies and site records available at the SCCIC.

Archaeological site records will be reviewed during the records search, as well as records concerning historic buildings and structures or locations of historical or cultural importance. The California Office of Historic Preservation maintains an inventory of historic resources for each county. The Historic Resource Inventory for Orange County will be reviewed for listings of National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest properties in the project vicinity.

A paleontological resource record search will be requested from the Natural History Museum of Los Angeles County. The records search will provide information on known paleontological resources in the vicinity of the project area. The paleontological resource literature review will be conducted with available maps and references to determine if significant nonrenewable fossil specimens are known from sediments on or around the project parcels. We will review both geologic mapping in the project area and results of the geotechnical report for the project to be provided by the engineering team. This research and geologic data will be used to determine the appropriateness of conducting a Paleontological Identification Report (PIR).

We will contact the Native American Heritage Commission (NAHC). The NAHC will provide a list of Native American groups to contact regarding this project. We will coordinate with the City (pursuant to Assembly Bill (AB) 52) and Caltrans (pursuant to Section 106 of the National Historic Preservation Act) to consult with the tribes, and will contact up to 25 groups. With the City's and Caltrans' approval, we will contact each group by certified mail. A separate letter will go out on Caltrans letterhead (to comply with NEPA and Section 106) and on City letterhead (to comply with CEQA and AB 52). After 21 days, we will follow up by e-mail or telephone with those groups that have not commented. We will attempt to contact each group up to two times, and will document all efforts to consult with each group. Further consultation will be directly between the Native American group and the City/Caltrans with support from the design team.

We will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete. The ground surface will be visually examined by an archaeological field technician for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials. Sediments and fossiliferous geologic formations will be noted. For the purposes of this proposal, we anticipate negative findings for archaeological and paleontological resources.

We will prepare an ASR according to Caltrans specifications. The report will include a project description, setting, methods, and results of the study. Maps and photos will be included in the report. In addition, a letter report will be prepared that summarizes the results of the paleontological research. If paleontological resources are likely to be encountered, a PIR may be recommended; however, for projects that are limited in grading quantities and depths, a letter may suffice.

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the APE Map, ASR, and Paleontological Letter Report

Task 4.2E - Air Quality Study Report

The BCA design team will prepare the air quality analysis for the project. The Air Quality Study Report will be prepared in accordance with Caltrans' recommended format requirements. Regional and local air quality will be described. Meteorological conditions in the vicinity of the project area that could affect air pollutant dispersal or transport will be described, if needed. Applicable air quality regulatory framework, standards, attainment status, and significance thresholds will be discussed.

Short-term construction-generated emissions of criteria air pollutants will be quantified based on equipment and construction schedule information, to be provided. Caltrans-recommended control measures for construction related emissions will be discussed.

The project's conformity with regional and project-level air quality attainment efforts will be discussed. Accordingly, this analysis will include a discussion of regional air quality attainment efforts. We will assist in the preparation of the interagency consultation form to be submitted for interagency review. The project's contribution to localized concentrations of mobile-source carbon monoxide (CO), particulate matter (PM), and mobile-source toxic air contaminants will be qualitatively assessed.

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the Air Quality Study Report and Interagency Consultation Form

Implementation of the project would not be anticipated to result in a substantial increase in vehicle trips and, therefore, long-term increases of mobile-source greenhouse gas (GHG) emissions are anticipated to

be minimal. Implementation of the project would be anticipated to result in decreased vehicle congestion and vehicle idling, and would not result in long-term increases in emissions from stationary sources. For these reasons, project-generated emissions of greenhouse gases and contribution to climate change are anticipated to be minor and will be qualitatively discussed, in accordance with Caltrans-recommended guidance.

Task 4.2F - Noise Study Report

The BCA design team will prepare a Noise Study Report for the project. A detailed noise study will be conducted pursuant to the California Traffic Noise Analysis Protocol (CaTNAP) and Technical Noise Supplement (TeNS). Existing and future sound levels "with and "without" the project will be estimated using the FHWA Traffic Noise Model (TNM) version 2.5.

Noise measurements will be conducted using ANSI Type 1 and/or Type 2 calibrated integrating sound level meter. Up to 10 short-term and two long-term noise measurements (24- hours) will be conducted to establish the ambient noise level. Simultaneous traffic counts will be performed during the short-term measurements to calibrate the noise model.

The Federal Highway Administration (FHWA) Traffic Noise Model (Version 2.5) will be used to model existing and future noise levels. Noise impacts will be identified by comparing the existing and future traffic sound levels to thresholds of significance. Project-generated construction noise will be evaluated at noise-sensitive land uses in the project area. The future noise levels will be analyzed using the project geometrics. Noise impacts at land uses adjacent to the improvements will be evaluated on the basis of compliance with FHWA/Caltrans Noise Abatement Criteria (NAC). Noise Abatement will be determined as required by CaTNAP.

Construction noise will be evaluated based on the proposed construction equipment and schedule. The construction noise level will be determined using published construction noise data and supplemented with previously conducted construction noise measurements for similar projects. Potential vibration impacts will be preliminarily evaluated in terms of human response and potential for structural damage to existing buildings adjacent to the bridge structure using methodology and criteria developed by the Federal Transit Administration and using readily available published information. If the vibration impact exceeds the applicable vibration criteria, preliminary mitigation measures will be identified. The results of the analysis will be presented in a Noise Study Report.

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the Noise Study Report

Task 4.2G - Initial Site Assessment (Phase 1)

The BCA design team will prepare an Initial Site Assessment (ISA) following American Society for Testing and Materials (ASTM) Standard E1527-05 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process." The ISA will identify all documented hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize potentially hazardous materials. An Environmental Data Resources records search will be obtained to identify all known hazardous waste sites located within the project study area that are classified as a hazardous waste site under state law. A visual survey of the project area will also be conducted to identify any obvious area of hazardous waste contamination.

Upon review of the records search and results of the visual survey, the potential impact to the project will be determined, and subsequent procedures to determine the extent of contamination and remediation requirements will be included in the ISA.

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the Initial Site Assessment

Task 4.3 – CEQA Compliance

Task 4.3A - Administrative Draft Initial Study/Mitigated Negative Declaration

Following completion of the technical analysis, we will reference the results of these studies, as well as other background research, to prepare an Administrative Draft IS, consistent with CEQA Guidelines Appendix G. The document shall be prepared in a format approved by the City, and shall include all of the required sections for an IS. We will then submit the Administrative Draft IS/MND to the City for review and will coordinate, as needed, for review and approval of the document.

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the Administrative Draft IS/MND

Task 4.3B - Draft Initial Study/Mitigated Negative Declaration

Once the Administrative Draft IS has been approved by the City, we will finalize the revisions and prepare the Draft IS/MND for public circulation. We will also prepare the Notice of Completion (NOC), Notice of Intent to Adopt a Negative Declaration (NOI), and coordinate with the City for any final reviews and approval to circulate the document.

We will produce copies of the Draft IS/MND and distribute the document to the appropriate agencies and public for review and comment. We will also file the NOC with the State Clearinghouse and the NOI with the Orange County Clerk. We will deliver hard copies of the document to area libraries, and will maintain a file of any comments received during the circulation period, for use in preparing the final document. It is assumed that the City will be responsible for any additional local postings.

Deliverables:

- ✓ One (1) electronic copy and up to twenty (20) hard copies of the Draft IS/MND
- ✓ One (1) electronic copy and one (1) hard copy of the NOC and NOI

Task 4.3C - Final Initial Study/Mitigated Negative Declaration

Following circulation of the Draft IS/MND, we will coordinate with the City to prepare responses to the public comments received, and incorporate the responses and any required revisions into the document. We will then prepare a Final IS/MND and submit it the City for review. The Final IS/MND will include the Mitigation Monitoring and reporting Plan (MMRP). We will coordinate as needed to make further revisions and obtain approval to finalize the document. We will also prepare the Notice of Determination (NOD) to be filed with the Orange County Clerk upon approval of the project.

We will assist with coordinating the adoption of the Final IS/MND by the City, and will prepare any documentation needed to support this adoption, including staff reports, resolutions, and other documentation. If the City approves the project concurrently with the CEQA document, we will also file the NOD with the Orange County Clerk.

Task 4.4 – NEPA Compliance / Categorical Exclusion

Following the approval of the technical analysis for the project, we will coordinate with the City and Caltrans to obtain a CE determination and signed CE form from Caltrans, pursuant to their NEPA responsibilities under Memorandum of Understanding (MOU) with the United States Department of Transportation (DOT).

Deliverables:

- ✓ One (1) electronic copy and one (1) hard copy of the CE Determination and Signed CE Form

Task 4.5 – Environmental Permitting (To be performed during Phase 2)

Since the project would require work within Carbon Canyon Creek, which is a jurisdictional waterway, the project would require permits from regulatory agencies, including the United States Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), and California Department of Fish and Wildlife (CDFW).

Section 404 of the Clean Water Act Nationwide Permit: Section 404 of the Clean Water Act regulates and authorizes the USACE to issue permits for the discharge of dredged or fill materials into waters of the U.S. It is expected that the project will fall within the scope of the USACE Nationwide Permit 14 for "Linear Transportation Projects." To qualify for this permit, the project must meet 27 general conditions and not result in greater than 0.5 acre of permanent impacts (e.g., loss) on jurisdictional waters of the U.S.

A pre-construction notification (PCN) would be required for the project if more than 0.10 acre of permanent impacts on waters of the U.S would result from the project, if there would be a discharge in a special aquatic site, including wetlands, or if the project would result in impacts on a historic resource. If a PCN is required, we will prepare the PCN package for submittal to the USACE. The application will include a brief description of the project; identify best management practices that would be employed to minimize incidental construction-related discharge to waters of the U.S., and other pertinent project information, as required by the USACE.

Section 401 of the Clean Water Act Certification: The Clean Water Act provides the RWQCB with jurisdiction over waters of the state. Section 401 of the Clean Water Act requires applicants acquiring permits from the USACE under Section 404 obtain a Water Quality Certification from the RWQCB for the state in which the discharge originates. We will prepare an application for a Section 401 Water Quality Certification for submittal to the RWQCB. The application will include a brief description of the project; an assessment of impacts on waters of the state; best management practices that would be employed to minimize incidental construction-related discharge to waters of the state; and other pertinent project information, as required by the RWQCB.

1602 Streambed Alteration Agreement: Section 1602 of the California Fish and Game Code requires submittal of a Streambed Alteration Notification to the CDFW for any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake. The CDFW reviews the proposed actions and, if necessary, submits to the applicant a proposal for measures to protect affected fish and wildlife resources. The final proposal that is mutually agreed upon by CDFW and the applicant is the Streambed Alteration Agreement.

Deliverables:

- ✓ One (1) electronic copy and up to three (3) hard copies of the 404, 401, and 1602 permit application packages

We will prepare a Streambed Alteration Notification package for



submission to the CDFW. The application will include a brief description of the project; identify best management practices that will be employed to minimize incidental construction-related discharge to waters of the U.S. and state; and provide other pertinent project information, as required by the CDFW.

Task 5.0 – Contract Bid Documents

Task 5.1 – 65% Plans, Specifications and Estimates (PS&E)

The BCA design team will advance the preliminary engineering to the 65% level. The 65% design will address the 35% review comments and resolve further design issues in the PS&E package. This submittal will include the 65% plans, technical specifications and detailed construction cost estimate.

This 65% plan set will include the following drawings:

- Typical Sections
- Demolition Plans
- Plan and Profiles
- Construction Grading and Details
- Erosion and Sedimentation Control Plans
- Drainage Plans, Profiles, Details and Quantity Sheets
- Utility Relocation Plans
- Street Lighting Plans and Details
- Traffic Control / Detour Plans
- Construction Area Signs
- Signing, Striping and Quantities
- Complete Unchecked Bridge Plans
- Log of Test Borings

Draft technical specifications (Special Provisions) will be completed based on current Caltrans Standard Special Provisions and Standard Specifications.

Deliverables:

- ✓ 65% Plans
- ✓ Draft Technical Special Provisions
- ✓ 65% Engineer's Construction Cost Estimate
- ✓ Unchecked Structural Calculations and Quantity Calculations

Task 5.2 – 95% Plans, Specifications and Estimates (PS&E) (To be performed during Phase 2)

This task includes preparation of the final construction documents and will include addressing the 65% Submittal review comments, preparing the 95% PS&E and submitting 95% PS&E.

During the 95% submittal, we will perform an independent check of the structural plans, calculations and quantity calculations. We will perform detailed take-offs of rebar quantities (including an independent check of these quantities). We will also perform an independent check of the specifications.

In the 95% PS&E stage, we will address any remaining review comments and finalize any outstanding design issues in the PS&E package. We will prepare the final plans, technical specifications and construction cost estimate. All design activities will be completed. The PS&E package will be prepared for a final City and Caltrans review.

Deliverables:

- ✓ 95% Checked Plans
- ✓ Independently Checked Specifications
- ✓ 95% Engineer's Construction Cost Estimate
- ✓ Independently Checked Structure Calculations and Quantity Calculations

Task 5.3 – 100% Plans, Specifications and Estimates (PS&E) (To be performed during Phase 2)

In the Final (Bid Set) PS&E stage, we will address any remaining review comments and prepare a Final (Bid Set) PS&E with signed technical specifications, plans and the final engineers estimate.

Deliverables:

- ✓ One (1) 22x34 set of original stamped and signed drawings on Mylar
- ✓ One (1) 11x17 stamped and signed copy of the final plans
- ✓ One (1) set of final specifications (boiler plates + technical special provisions) with signed cover sheet
- ✓ One (1) electronic copy signed plans (in pdf format) and final specifications (in Word and pdf formats)
- ✓ One (1) copy of the Engineer's Construction Cost Estimate

Task 6.0 – Caltrans Funding Assistance (To be performed during Phase 2)

The BCA design team will assist the City with all of the Highway Bridge Program (HBP) funding and Request for Authorization (RFA) related tasks to update any Caltrans forms and funding surveys through all phases of the project. Based on our previous experience on HBP funded projects, close and intensive coordination with Caltrans Local Assistance Program personnel is required to document the federal participation for all project components and to ensure the timely authorization of funds.

Deliverables:

- ✓ Updated HBP forms and surveys
- ✓ RFAs for PS&E, Utility Relocation, Right-of-Way, and Construction



Task 7.0 – Bidding Assistance and Construction Support (To be performed during Phase 2)

Task 7.1 – Construction Bidding Services

The BCA design team will provide assistance to the City during the bidding process. This assistance includes responding to questions from the contractors regarding the design, assisting in preparation of addendums, attending the pre-construction meeting and providing recommendations on the award of contract.

Task 7.2 – Construction Phase Services

We will provide assistance to the City during construction. This assistance includes responding to requests for information, assisting in contract change orders, reviewing shop drawings and preparing as-built record drawings upon completion of construction.

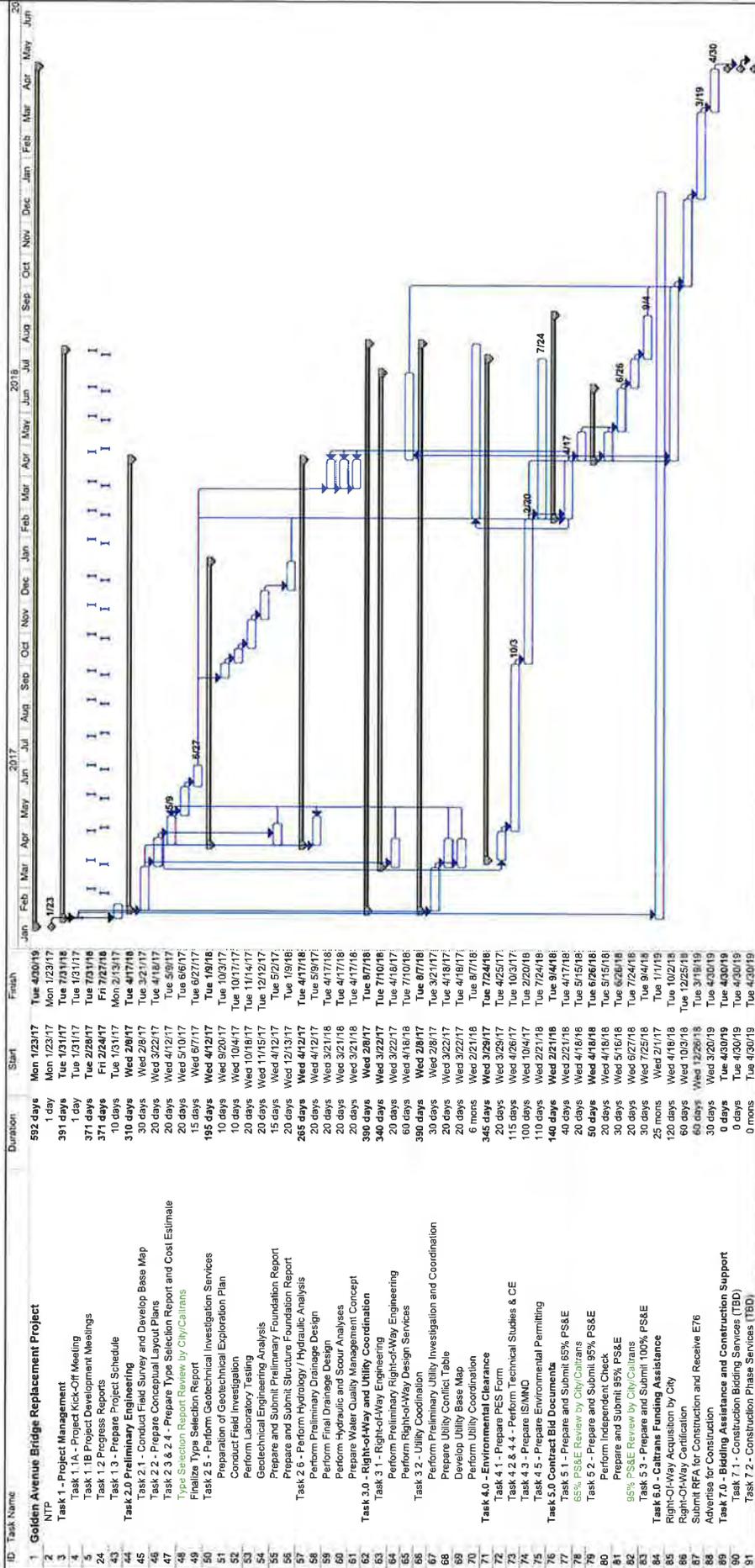
ASSUMPTIONS

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

1. All drafting will be done in AutoCAD. Electronic submittals, if required, will be in AutoCAD.
2. The City and any other commenting entity will provide full comments at each submittal.
3. All reports will be submitted as draft and final. One round of reviews of the draft reports is assumed.
4. Technical specifications will be developed per the latest Caltrans standards.
5. All permitting fees shall be paid by the City.
6. An IS/MND will be the appropriate level of CEQA documentation, and a CE will be the appropriate level of NEPA documentation. If the project description changes or if currently unknown circumstances arise in a manner that would result in greater environmental impacts, the environmental scope may need to be revised.
7. Any rights of entry required to conduct field surveys will be provided to GPA to meet the identified environmental schedule.
8. Visual simulations will not be required for the project. If visual simulations are required, as determined by Caltrans, we will submit a separate scope and cost to the City for approval.
9. A Paleontological Letter Report will be the appropriate level of analysis for the project. If paleontological resources are likely to be encountered, a Paleontological Identification Report may be recommended, and a separate scope and cost will be provided for City approval.
10. There will be negative results for archaeological resources. If archaeological resources are discovered, additional tasks beyond this scope of work will be necessary, including a more detailed report; the preparation of site records (DPR 523 Series); and possibly archaeological excavations, depending on the nature of the find.
11. Standard best management practices (BMP) for the protection of water quality, along with information in the Storm Water Data Report, will be sufficient for the CEQA and NEPA analysis, and a Water Quality Assessment will not be needed.
12. Section 7 Consultation under the Federal Endangered Species Act will not be required.
13. Field monitoring of meteorology and pollutant emissions will not be required.
14. Proposed improvements would be consistent with the regional transportation/transportation improvement plans, and would not result in a substantial increase in traffic volumes.
15. The project would not result in substantial increases in vehicle delay or traffic volumes on primarily affected roadways, and the project would not be considered a "project of air quality concern" through interagency consultation.
16. This scope of work does not include asbestos, lead-based paint, or mold surveys, or a 50-year title search.
17. The Phase II Environmental Site Assessment (ESA) is currently out of our scope of services but can be provided by the project team at the City's request.
18. The scope of work does not include investigation of hazardous materials. If hazardous materials are encountered during the geotechnical field investigation, we will notify the City immediately.
19. Installation of groundwater monitoring wells and design of dewatering systems and dewatering plans are not included.
20. River channel geotechnical work is limited to global stability assessment of channel slopes below the bridge soffit.
21. No Materials Report will be required for new street pavement.

PROJECT SCHEDULE

GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT SCHEDULE



Task Split

Progress Milestone

Summary Project Summary

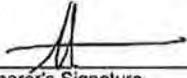
External Tasks External MileTask

Split

DBE REQUIREMENTS / FORMS

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Placentia 2. Contract DBE Goal: 13%
 3. Project Description: Golden Avenue Bridge Replacement Project at Carbon Canyon Channel
 4. Project Location: City of Placentia
 5. Consultant's Name: Biggs Cardosa Associates, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Environmental / Permitting	#36278	GPA Consulting, 310.792.2690	12.0%
Geotechnical	#6956	Earth Mechanics, 714.751.3826	3.0%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	15.0%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
20. Local Agency Representative's Signature _____	21. Date _____	 12. Preparer's Signature _____	7/28/2016 13. Date _____
22. Local Agency Representative's Name _____	23. Phone _____	Michael Thomas 14. Preparer's Name _____	714.550.4665 15. Phone _____
24. Local Agency Representative's Title _____		Principal 16. Preparer's Title _____	

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

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

**NOT APPLICABLE FOR BIGGS CARDOSA ASSOCIATES
as the 13% DBE GOAL HAS BEEN MET**

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

**NOT APPLICABLE FOR BIGGS CARDOSA ASSOCIATES
as the 13% DBE GOAL HAS BEEN MET**

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

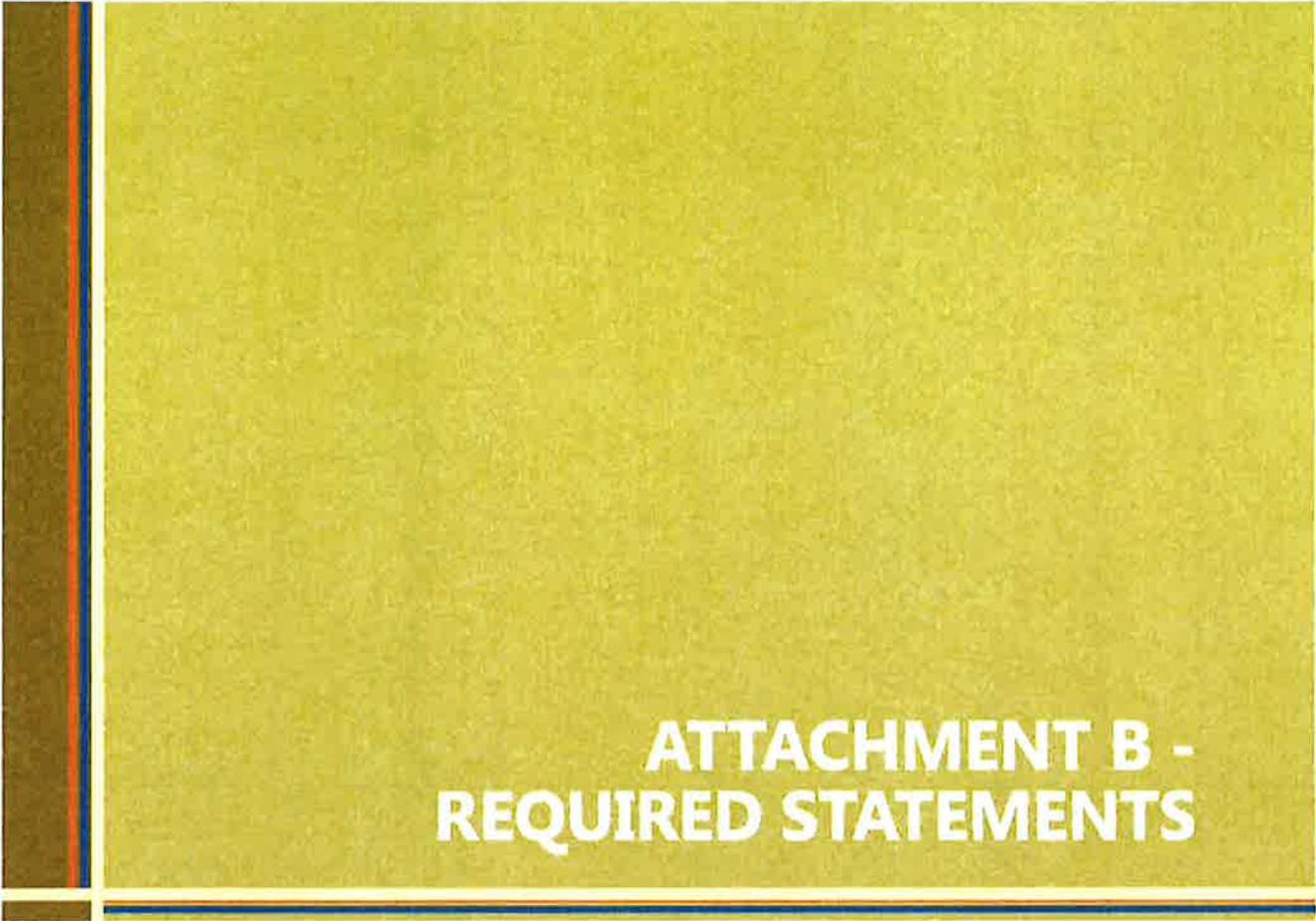
G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**NOT APPLICABLE FOR BIGGS CARDOSA ASSOCIATES
as the 13% DBE GOAL HAS BEEN MET**



**ATTACHMENT B -
REQUIRED STATEMENTS**

ATTACHMENT B - REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the City (*list the addenda by date and/or number*):

Addendum No. 1 dated July 13, 2016 & Addendum No. 2 dated July 26, 2016

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (govt. Code 6250, et seq), and that:



None of this submittal is considered proprietary

OR

The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for,

any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the sample contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the City's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

G. I Certification of Consultant, Commissions & Fees

I HEREBY CERTIFY that I am the _____ Principal _____, and duly authorized representative of the firm of Biggs Cardosa Associates, Inc., whose address is 500 S. Main Street, Suite 400 Orange, CA 92868, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee,

contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

H. Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

I. Certification of Financial Management System and Contract Costs

The Prime Consultant must certify that:

- A. The Consultant's financial management system meets the financial standards set forth in 49 CFR § 18.20.
- B. The proposed costs in the prime and subconsultant cost proposals are in compliance with the cost principles established in 48 CFR, Chapter 1, Part 31 – Contract Cost Principles.
- C. The approximate dollar amount of all A&E contracts awarded to the Prime Consultant by Caltrans or a local agency in California within the last three (3) calendar years, and the number of states the firm does business in, has been provided in Exhibit 10-K, Certification of Financial Management System and Contract Costs.

J. Non-Lobbying Certification for Federal-Aid Contracts

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

**RFP for
Golden Avenue Bridge
BRL 5288(025)**

certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

PROPOSED EXCEPTIONS

RFP/Contract Exceptions

We have reviewed the City's Request for Proposal and the Draft Consulting Services Agreement and take no exception to either document.



Biggs Cardosa Associates, Inc.
500 S. Main Street, Ste. 400
Orange, CA 92868
P: 714.550.4665
F: 714.550.7294



Total Costs

Summary by Consultant

Consultant	Total Fee Phase 1	Total Fee Phase 2	Total Fee All Services	% Fee
Bojts Candosa Associates, Inc.	\$179,010	\$115,227	\$295,236	50.05%
Engineering Resources of Southern California, Inc.	\$82,217	\$18,610	\$100,826	17.09%
GPA Consulting (DBE)	\$148,981	\$16,512	\$165,503	28.06%
Earth Mechanics, Inc. (DBE)	\$28,302	\$0	\$28,302	4.80%
TOTAL	\$438,519	\$151,349	\$589,868	32.86%
TOTAL DBE %				



Golden Ave Bridge Replacement at Carbon Canyon Channel Project (Phases 1 and 2)

Task		Engineering Resources of Southern California, Inc.										
		M. Thomas Principal in Charge	G. Blazek Project Manager	J. Wilson Project Engineer	G. DeWitt QA/QC Manager	E. Phelan Design Engineer	D. Mancini Computer Draftsman	Admin	Principal Manager	Design Engineer	Survey Manager	Subcontractor
Design Tasks												
Task 1.1	Project Management:											
Task 1.2	Coordinate/Meetings/Administration	20	65									
Task 1.3	Schedule	1	24									
Task 2.1	Primary Engineering											
Task 2.2	Site Mapping / Utility Mapping	2	12	16								
Task 2.3	Structure Opt Selection Report	1	24	42								
Task 2.4	Proposed Cost Estimate	1	8	16								
Task 2.5	Geotechnical Analysis	1	15	15								
Task 3.1	Hydrology / Hydraulic Analysis and Report	1	12	12								
Task 3.2	Right-of-Way and Utility Coordination	1	8	8								
Task 3.3	Right-of-Way Engineering	2	12	8								
Task 3.4	Utility Coordination	1	8	8								
Task 4.1	Environmental Clearance	1	6	6								
Task 4.2	Project Location / Primary Environmental Study (PES) Form	1	6	6								
Task 4.3	Technical Studies	1	12	12								
Task 4.4	Historic Resource / Environmental Study	1	12	12								
Task 4.5	Historic Property Survey Report / Historic Resources Evaluation Report	1	12	12								
Task 4.6	Visual Impact / Technical Memorandum	1	10	12								
Task 4.7	Archaeological Survey Report and Paleontological Letter Report	1	8	8								
Task 4.8	Air Quality Study Report	1	8	8								
Task 4.9	Noise Study Report	1	8	8								
Task 4.10	Final Site Assessment Phase 1	1	8	8								
Task 4.11	CEQA Compliance	1	8	8								
Task 4.12	Final Study / Mitigated Negative Declaration	2	18	12								
Task 4.13	Final Study / Mitigated Negative Declaration	1	8	8								
Task 4.14	Final Study / Mitigated Negative Declaration	1	8	8								
Task 4.15	NEPA Compliance / Categorical Exclusion	1	8	8								
Task 4.16	Environmental Permitting (Phase 2)	1	12	8								
Task 5	Contract Bid Documents											
Task 5.1	15% PS&E	18	160	240								
Task 5.2	Independent Order (Phase 2)	8	8	8								
Task 5.3	15% PS&E (Phase 2)	8	8	8								
Task 5.4	15% PS&E (Phase 2)	8	8	8								
Task 5.5	15% PS&E (Phase 2)	8	8	8								
Task 6	Construction Administration (Phase 2)											
Task 6.1	California Service Agreement	8	32	32								
Task 7	Bidding Assistance and Consultant Support (Phase 2)											
Task 7.1	Construction Services	2	12	18								
Task 7.2	Construction Phase Services	2	12	18								
Task 8	Construction Phase Services											
Task 8.1	Subtotal Hours (Phase 1)	54	524	480								
Task 8.2	Subtotal Hours (Phase 2)	23	226	344								
Task 8.3	Direct Rate	\$92.31	\$51.92	\$34.82	\$62.31	\$39.81	\$37.36	\$26.97	\$100.00	\$60.37	\$55.16	\$29.08
Task 8.4	Overhead Rate	\$54.87%	\$54.87%	\$54.87%	\$54.87%	\$54.87%	\$54.87%	\$54.87%	\$54.87%	\$54.87%	\$54.87%	\$54.87%
Task 8.5	Subtotal Budget (Phase 1)	\$771.24	\$352,244	\$191,531	\$192,425	\$111,719	\$109,886	\$73,965	\$524,616	\$135,000	\$131,499	\$64,499
Task 8.6	Subtotal Budget (Phase 2)	\$5,105	\$240,020	\$353,828	\$8,071	\$53,375	\$53,672	\$1,275	\$3,311	\$5,023	\$4,826	\$1,552
Task 8.7	Subtotal Budget (Phase 2)											
Task 8.8	Subtotal Budget (Phase 2)											
Task 8.9	Subtotal Budget (Phase 2)											
Task 8.10	Subtotal Budget (Phase 2)											
Task 8.11	Subtotal Budget (Phase 2)											
Task 8.12	Subtotal Budget (Phase 2)											
Task 8.13	Subtotal Budget (Phase 2)											
Task 8.14	Subtotal Budget (Phase 2)											
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Task 9	Restorable Costs											
Task 9.1	Restoration, Planting, Mulch and Mowing											
Task 9.2	Drilling, Traffic Control, Law Testing Costs, Utility Funding											
Task 9.3	TOTAL DESIGN TASKS (Phase 1)											
Task 9.4	TOTAL DESIGN TASKS (All Services)											

Notes: The rates provided above are fully burdened, including labor burden, overhead and 10% profit. The billing will be done based on the actual rates for the individuals who work on the project, at the time they perform their work.

EXHIBIT B
REQUEST FOR PROPOSALS



REQUEST FOR PROPOSALS (RFP)

**PROFESSIONAL ENGINEERING SERVICES
FOR
THE GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
AT CARBON CANYON CHANNEL**

**FEDERAL PROJ. NO. BRL-5269(025)
BRIDGE NO. 55C-0192**

**RFP RESPONSES TO BE RECEIVED UNTIL
5:00 P.M., THURSDAY, JULY 28, 2016**

**City of Placentia
401 East Chapman Avenue
Placentia, CA 92870**

Approved for Advertising:

A handwritten signature in blue ink, appearing to read "Luis Estevez", written over a horizontal line.

**Luis Estevez
Public Works Manager**

Date Issued: June 16, 2016

REQUEST FOR PROPOSAL (RFP)
FOR

PROFESSIONAL ENGINEERING SERVICES
FOR THE REPLACEMENT OF
THE GOLDEN AVENUE BRIDGE OVER CARBON CANYON CHANNEL
NEAR ROSE DRIVE
FEDERAL PROJ. NO. BRL-5269(025)

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Exhibit A – SAMPLE CONTRACT

Exhibit B

ATTACHMENT B – REQUIRED STATEMENTS	
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1. INTRODUCTION

The City of Placentia is soliciting proposals from qualified firms to provide professional engineering design services for the reconstruction of the Golden Avenue Bridge over Carbon Canyon Channel near Rose Drive.

The City is seeking a qualified, professional, engineering firm to provide engineering and structural design, environmental analysis, regulatory permitting, and right of way engineering services relating to the Design of the Golden Avenue Bridge Replacement Project.

The project will utilize Highway Bridge Replacement and Rehabilitation Program (HBRRP) Federal Funds for bridge construction, design, right of way acquisition and environmental certification. Local Funds will be used for construction management (CM). As HBRRP funds are expected, the design and environmental certification must be completed to the satisfaction of Caltrans.

Professional services require a full service firm with the ability to deliver a wide range of services including, but not limited to: bridge design and approach, roadway engineering, quantity calculations, environmental surveys, preparation of environmental documents (CEQA/NEPA), preparation of permit applications to the other agencies (Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, and Orange County Flood Control District), right of way engineering, utility coordination, hydraulic and hydrology analysis, geotechnical engineering, topographic and boundary surveying, bidding assistance and construction assistance (including but not limited to shop drawing review and false work structural calculation check) design services during construction, preparation of a complete Plans, Specifications, and Estimates (PS&E) package for selected bridge project. U.S. Customary Units (English) shall be used.

The environmental consultant, in partnership with the engineering firm, shall prepare the necessary National Environmental Quality Act (NEPA) and California Environmental Quality Act (CEQA) documents to satisfy the requirements of the project funded through the Federal Highway Administration's Highway Bridge Program (HBP).

This project requires a firm with a thorough knowledge of the Caltrans Local Assistance process, and specifically, the Highway Bridge Replacement and Rehabilitation Program.

Technical questions about the requested services that might require a clarification of the RFP should be submitted in writing, and responses shall be provided in writing. This Request for Proposal (RFP) includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal. Direct all inquiries regarding this RFP in writing via email to:

Luis Estevez
Public Works Manager
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Phone: (714) 993-8148
Email: lestevez@placentia.org

Young J. Park
Contract City engineer
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Phone: (714) 993-8132
Email: ypark@placentia.org

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the City of Placentia Public Works Department.

Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the City. Any addenda will be posted on the City's website at:

www.placentia.org

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP and must be submitted in a sealed envelope to the Engineering Division no later than **5:00 P.M., Thursday, July 28, 2016.**

The envelope shall be addressed to Luis Estevez, Public Works Manager, **401 East Chapman Avenue, Placentia, CA 92870.**

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant.

The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work and shall furnish all required documents necessary to enter into said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

2. PROJECT BACKGROUND

The Golden Avenue Bridge at Carbon Canyon channel (Bridge No. 55C0192) is located on Golden Avenue approximately 0.2 miles west of Rose Drive. Built in 1934, this is a two-lane reinforced concrete deck bridge with single span. The bridge has been determined to be functionally obsolete per the Bridge Inspection Report dated September 29, 2011 prepared by Caltrans.

The project requires the removal of the existing bridge and replacement with a new four lane bridge along with appurtenant work including street widening, lighting and drainage facilitates at the bridge approaches as well as curb, gutter and sidewalk in compliance with American Disability Act (ADA) standards. The new bridge is planned to be 80 feet wide with a single span of approximately 75 feet and shall include bike lanes and sidewalks along both sides in conformance with the City's adopted General Plan and Capital Improvement program. The new four lane bridge must meet AASHTO minimum standards.

The project location map is included in this RFP as Exhibit B.

The following describes the relevant bridge data:

Golden Avenue at Carbon Channel (Bridge No. 55C-0192) – BRL-5269(025)

Year Built:	1934
Feature Crossed:	Carbon Creek Channel
Structure Type:	Single Span Earth Filled Reinforced Concrete Arch
Length (BB-EB):	47-feet
Width: (Out-Out):	28-feet
Curb to Curb:	24-feet

Skew: 15-degrees
Sufficiency Rating: 46.8 (Functionally Obsolete)

The City has programmed this bridge to be replaced under the Federal Highway Bridge Replacement and Rehabilitation Program (HBRRP).

3. DBE PROGRAM INFORMATION TO PROPOSERS

The CITY has established a DBE Contract Goal of 4.00%.

As recipients of Federal highway funds, the City of Placentia must comply with all federal regulations, and make every effort to encourage and assist in the outreach and participation of DBE firms and Small Business Enterprises. The goal of the program is to insure non-discrimination and create a level playing field in which DBEs can compete fairly for Department of Transportation (DOT) - assisted contracts. On June 22, 2012 the Department of Transportation announced a change to the Caltrans Disadvantaged Business Enterprise (DBE) Program. This current DBE Program includes a Race-Conscious component (RC DBE Program) that will require race-conscious contract specific goals to be incorporated into all DOT-funded consultant and construction contracts. Contract goals for federally funded projects authorized on or after July 1, 2012, must include all DBE groups (African Americans, Asian Pacific American, Native American, Women, Hispanic American and Subcontinent Asian American and any other groups whose members are certified as socially and economically disadvantaged).

Consultants must give consideration to DBE firms as specified in 23 CFR 172.S(b), 49 CFR, Part 26, and in Exhibit 10-1 "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has a specific DBE contract goal, the consultant must meet the DBE goal by using DBEs as sub consultants or document a good faith effort to meet the goal. If a DBE sub-consultant is unable to perform, the consultant must make a good faith effort to replace him/her with another DBE sub-consultant if the goal is not otherwise met.

The City of Placentia emphasizes the importance of the current DBE Program that requires certain information and forms to be submitted regarding all DBE participation and utilization. The submittal of all DBE Program forms with the proposal is essential to the overall success of this project and is required by the federal laws providing the funding. The forms should be accurately completed and signed with response to all

questions regarding DBEs. Reference to attachments and exhibits should be clearly referred to and displayed.

The following forms are included in this proposal:

- **Exhibit 10-I** – Notice to proposers Disadvantaged Business Enterprise (DBE) Information.
- **Exhibit 10-K** – Consultant Certification of Contract Costs and Financial Management System
- **Exhibit 10-O1** - Local Agency Bidder/Proposer DBE Commitment (Consultant Contract).
- **Exhibit 10-O2** - Local Agency Bidder/Proposer DBE information (Consultant Contract)
- **Exhibit 10-Q** - Disclosure of Lobbying Activities
- **Exhibit 15-H**- DBE Information - Good Faith Efforts

In calculating specific contract goals, the City of Placentia has utilized the California Unified Certification Program, found on the Caltrans Local Assistance Civil Rights Website, as well as the County Business Patterns (CSP) Database through the U.S. Census Bureau to research and collect DBE data.

It is necessary to submit Exhibits 10-K, 10-I 10-O1, 10-O2, 10-Q, and 15-H (if necessary), with your response. Failure to submit the required forms and or documentation with your response will render your proposal non-responsive. If selected, the consultant shall provide written confirmation from each DBE firm participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If there are any questions or concerns regarding the information requested in these forms please do not hesitate to contact the City per the instructions above.

5. PREVAILING WAGE REQUIREMENTS

The services described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFP shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract. The wage rates specified by the Director of Industrial Relations are available online at:

<http://www.dir.ca.gov/DLSR/PWD/index.htm>

Once field work commences, the consultant/sub-consultant shall submit to the City either Certified Payroll Reports (CPR) or Statements of Non-Performance each week.

When field work has been completed, the last CPR shall be marked FINAL, and no further reports will be required.

6. PRE-AWARD AUDIT

Prime consultants with a proposed contract totaling \$150,000 or more, and any sub-consultants listed on the contract must certify the accuracy of their contract costs and adequacy of their financial management systems (Exhibit 10-K – Consultant Certification of Contract Costs and Financial Management System in Attachments). The certification is to be submitted by the consultant to the City who will in turn forward a copy to Caltrans Audit and Investigations. Caltrans will conduct a pre-award audit which is estimated to take 30 days to complete.

Exhibit 10-K shall be submitted with the consultant's Cost Proposal. Components include certification that:

- All costs included in the proposed contract to establish final Indirect Cost Rate (ICR) are allowable in accordance with the cost principle of the FAR, 48 CFR, Part 31.
- The proposed contract does not include any costs which are expressly unallowable under the cost principles of the FAR, 48 CFR, Part 31.
- All known material transactions or events that have occurred affecting the firm's ownership, organization, and ICRs have been disclosed.
- The consultant's financial management system meets the standards for financial reporting, accounting records, internal and budget controls set forth in the FAR 49 CFR, Part 18.20.
- The consultant has provided the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to the consultant within the last three calendar years, and for all state DOT and local agency contracts, and the number of states in which the firm does business.
- All direct costs included in the proposed contract are reasonable, allowable, and allocable in accordance with FAR 48 CFR, Part 31, in compliance with applicable accounting principles, and in compliance with the terms of the proposed contract.

7. SCOPE OF SERVICES

The City will contract with a Consultant to provide all required professional engineering and environmental services needed to complete the project. All work shall be prepared

under the supervision of an engineer licensed by the State of California. The following scope is a summary of the anticipated tasks for the project. The consultant is required to submit a detailed scope of work and sealed cost proposal as discussed in Section 10 "Proposal Format Requirements." The following list summarizes the major tasks described in the scope of services:

Task 1.0 Project Management, Meetings and Task Effort Worksheet

The consultant shall prepare and submit a comprehensive schedule to reflect the time frames required for completing each task of the Preliminary Work Scope and show work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. Milestones, which are interdependent, and the completion date of each milestone must be identified.

The consultant will provide overall management of the project, including approvals for preliminary engineering, and coordination with Caltrans, the City and other stakeholders, entities and agencies as necessary to complete the scope of services. Meetings may include but not be limited to kick off and design progress meetings with the City, preconstruction meeting, and meetings with Caltrans, Orange County Flood Control District, US Army Corps of Engineers, Department of Fish and Wildlife, Yorba Linda Water District, residents and property owners as necessary to complete the scope of services.

The consultant will provide management of sub-consultants in the performance of their work. Management activities shall also include development and maintenance of a critical path method (CPM) design schedule and progress reports to be distributed monthly. The schedule and billings shall be submitted in the form and in sufficient detail to track the project status and contract expenditures as outlined by the City at the beginning of the project.

The Consultant shall coordinate and conduct one presentation of the proposed project to the public review of the draft environmental document and overall project design; and City Council presentations in conjunction with the approval of the project environmental document and overall project description.

Regular monthly progress design coordination meetings: Consultant, at or before these progress design coordination meetings, shall supply two copies of all

completed or partially completed reports, studies, plans, specifications and estimates which have been developed or altered during the previous month.

The Consultant shall keep minutes of meetings and distribute a draft copy of minutes to the City for comments and approval. City comments shall be incorporated into the final meeting minutes by the Consultant to the satisfaction of the City.

Task 2.0 Preliminary Engineering

The preliminary engineering phase includes all tasks associated with site and alternative analysis studies.

2.1 Base Mapping/Data Gathering

The Consultant shall obtain all field survey necessary for the completion of the scope of services. All record map research including substructure locations shall be performed by the Consultant. Consultant shall establish horizontal and vertical alignment control for the project that will be used for the Basis of Bearing, topographic mapping and construction staking.

2.2 Conceptual Layout Plans

The consultant will prepare conceptual geometric plans and cost estimates for the proposed roadway alignments for the site. This will include roadway typical section, bridge width/length, approach roadway limits, and preliminary right of way impacts. These plans will serve as the "geometric approval" document and will be submitted to the City for review and comment. The alignment alternatives will be carried forward for review in the Environmental Document.

2.3 Structure Type Selection Report

The consultant will prepare a Type Selection Report to assist the City in determining the best suited structure type for the bridge replacement. Two different alternatives will be presented in the report, which will include a General Plan, General Plan Estimate, and Foundation Plan for each structure type. The report will discuss the advantages and disadvantages of the two alternatives and will address geotechnical, hydraulic, and environmental issues as well as costs.

2.4 Preliminary Cost Estimate

Quantity calculations shall be completed, and a preliminary Engineers Estimate shall be prepared.

2.5 Geotechnical Analysis

Geotechnical analysis will be completed for the bridge replacement and approach modifications, and will consist of field exploration, laboratory testing, geotechnical engineering analyses, and report preparation. The geotechnical investigation will provide design level subsurface information for the bridge replacement and will provide recommendations for pavement structural sections.

2.6 Hydrology/Hydraulic Analysis and Report

An analysis of the hydrology, hydraulics and water quality issues associated with the bridge replacement will be completed. Hydraulic analysis of various alternative configurations will be developed to determine hydraulic impacts. The consultant will provide a Floodplain Risk Assessment and Hydraulic analysis, Hydraulic Report appropriate for the project in accordance with the guidelines outlined in the Orange County Hydraulic & Hydrology Manual.

Potential water quality impacts with mitigation will be addressed in a manner consistent with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit and City of Placentia requirements.

Task 3.0 Right of Way and Utility Coordination

3.1 Right of Way Engineering The consultant shall conduct all records research necessary related to right of way engineering including obtaining title reports for all properties that will be impacted by acquisitions, and shall prepare Legal Descriptions and Plats, for acquisitions required for the project. Right of way engineering services included as part of this RFP include providing the City with acquisition boundary limits, expected acquisition requirements, and affected property owners. Areas of each acquisition will be calculated as well as the areas of existing encumbrances that reside within the expected acquisition boundary limits to aid in appraisals and negotiations.

A draft of each legal description and exhibit drawing will be submitted to the City Engineer for review and comments. The consultant will determine the limits of property to be acquired for the temporary construction easement of

the project. Formal right of way acquisition services will be procured under a separate contract after preliminary engineering is completed.

3.2 Utility Coordination

The consultant will provide utility coordination services in conformance with Caltrans Local Assistance and Utility Relocation Manuals. The Consultant shall prepare a utility relocation plan for the existing Yorba Linda Water District waterline, Gas lines, Telephone lines, Electrical power lines, Cable lines, storm drain lines, and Orange County Flood Control District (OCFCD) channel.

Task 4.0 Environmental Clearance

The consultant shall provide environmental documentation and permits from other agencies for the project and prepare the necessary National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents to satisfy the requirements of the project funded through the Federal Highway Administration's Highway Bridge Program. In general, this will consist of the following tasks:

Summary of Expected Deliverables:

- I. Environmental Studies and Reports, including but not limited to Biological Assessment, Impact Studies, Archeological Reports, Historical Survey Reports, etc.
- II. Environmental Permits, including but not limited to Army Corps of Engineers, California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreements, Regional Water Quality Control Board (RWQCB) Water Quality Certification, etc.
- III. Environmental Documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), with emphasis on the procedural requirements of Caltrans and the FHWA.
- IV. Environmental Monitoring and Mitigation Plans.
- V. Tree Removal and Mitigation Plans.
- VI. Re-vegetation Plans.
- VII. Stream Diversion Plans.

4.1 Preliminary Environmental Study (PES) Form

A PES Form will be completed examining all potential environmental issues associated with the project. These tasks are expected to include, at a minimum: Environmental Field Review; all required Technical Studies including Caltrans PES processes; Coordination with review and permitting agencies.

4.2 Technical Studies

Consultation with California Department of Fish and Wildlife Service (CDFW) will be required with the level of consultation dependent on the level of potential impact. The below referenced studies shall be completed using the formats found in the Caltrans Standard Environmental Reference:

<http://www.dot.ca.gov/ser/forms.htm>

<http://www.dot.ca.gov/ser/vol3/chap2.htm>.

A Quality Control and Assurance for Biological Report shall be submitted with the completed report. It is anticipated that the technical studies will include the following:

- **Natural Environment Studies/Biological Assessment** - Including Special Status Wildlife surveys, Fishery resource surveys, and wetland delineation/jurisdictional waters assessments.
- **Section 106 Documentation** - A review of the sensitivity of cultural resources and the required technical documentation will be conducted at the bridge location.
- **Air Quality Impact Assessment (AQIA)** - The AQIA shall be prepared in accordance with the latest following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Qualitative Hot-Spot Analysis in PM2.5 and PM10 Nonattainment and Maintenance Areas, FHWA Interim Guidance Update on Mobile Source Air Toxic Analysis in
- **Initial Site Assessment (ISA)** - An ISA will be prepared in accordance with ASTM Standard Practice 1527-05 and the Department's Project Development Manual to determine if the proposed project area has been compromised by hazardous materials or wastes.

4.3 CEQA Compliance

The consultant will complete the CEQA documentation in conformance with the regulations requirement and procedures of any other responsible Public Agency with jurisdiction by law. It is anticipated that an Initial Study/Mitigated Negative Declaration (IS/MND) will be sufficient for each of the bridge sites.

4.4 NEPA Compliance

The consultant will work with Caltrans to develop the NEPA approvals for the projects. NEPA compliance is assumed to be a Categorical Exclusion (CE) with supporting technical studies identified above.

4.5 Permitting

The consultant will prepare the permits necessary for the project. It is anticipated that the project may involve compliance with **Sections 401 and 404** of the Clean Water Act (CWA), and **Section 1602** of the CDFW code pending the conclusions of the NES document and Wetland Delineation task.

Task 5.0 Contract Bid Documents

The consultant will prepare Final Plans, Specifications, and Estimates (PS & E) for the new structure and roadway approaches. The plans and specifications will be prepared and reviewed by the City at the 65%, 95%, and 100% design stages. Plans shall be prepared at a scale of 1" = 40' and shall be prepared using the latest version of AutoCAD.

Task 6.0 Caltrans Funding Assistance

The consultant will work with the City to develop project approval documents including Request for Authorization (RFA) to proceed with Right of Way as well as Construction. These documents will be prepared to ensure Local Program Compliance, and consistency with the FTIP. Additionally the consultant will coordinate with Caltrans to document the federal participation for project components and shall provide any memos and exhibits necessary for full justification for federal participation. The consultant will also prepare the required federal paperwork for the City as necessary.

Task 7.0 Bidding Assistance and Construction Support

The consultant will assist the City during the contract bidding period and during construction. This will include answering contractor questions, preparing addenda as needed, responding to RFIs, reviewing product submittals, shop drawings and visiting the site when required. The Consultant shall attend the project pre-construction meeting and prepare/provide reproducible AS-Built record drawings upon completion of construction.

8. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any) as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

9. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all of the elements specified may be cause for rejection.** Additional information may be provided, but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

All copies of the proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Documents may use section dividers, tabbed in accordance with this Section as specified below.

Proposals shall be limited to a maximum of 25 pages. Proposals over 25 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, DBE requirements, front and back covers, and section dividers are excluded from the page count. The proposal shall be bound, with tabbed section dividers, and including the following sections in order:

9.1 Cover Letter with the following information:

- Title of this RFP
- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)

- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

9.2 Signature Requirements

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

9.3 Executive Summary

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

9.4 Project Team Organization

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a brief summary of the firm's experience, if any, with the City of Placentia.

Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

9.5 Relevant Project Experience and References

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size federally-funded projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Local agency federally funded bridge projects similar in size and magnitude to this bridge should be included in this summary. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

Consultants who wish to submit their proposal shall have a minimum of ten (10) years of experience in the design of bridges in California and be familiar with the City of Placentia Standards, Caltrans Bridge and Highway Design Manual, Standard Specifications and Standard Plans, as well as Caltrans Local Assistance Procedures Manual (LAPM), and Federal Highway Administration (FHWA) procedures requirements.

9.6 Project Understanding & Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe the Project Manager's and firm/team support

and approach to managing The Project to ensure the effort is completed on schedule and within established budget.

9.7 Scope of Work

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

9.8 Schedule

Provide a proposed schedule to accomplish all of the required tasks within the desired timeline; include review/approval times for City of Placentia, Caltrans and other project stakeholders.

9.9 Capabilities of Firm/Team DBE Requirements

The DBE contract goal for this project is 4 %. The following forms must be completed, signed and submitted with this proposal:

- 10-0 (1) - Local Agency Bidder/Proposer DBE Commitment (Consultant Contract)
- 10-0 (2) - Local Agency Bidder/Proposer DBE Information (Consultant Contract)
- 15-H - DBE Information - Good Faith Efforts (If Necessary)

It is necessary to submit these forms with your RFP response. Failure to submit the required forms and or documentation with your response will render your proposal non-responsive.

9.10 Required Statements

This section must include the statements identified below. For your convenience, you may complete and return Attachment B, Required Statements.

- A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda (*reference the addenda by date and/or number*).
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.

Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

- C. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest
- D. Include a statement which declares there is no Conflict of Interests.
- E. Provide a statement attesting there has been no Collusion
- F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)
- G. Debarment and Suspension Certification statement required for federally funded project (*Caltrans Local Assistance Program Manual Attachment E to Exhibit 12-E*). Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- H. Financial Management System and Contract Costs statement required for federally funded projects (*Caltrans Local Assistance Program Manual Exhibit 10-K*).
- I. Non-lobbying Certification statement required for federally funded projects.

9.11 Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment A). This section shall be clearly marked "Proposed Exceptions" in your submittal, and should be delineated in a separate section of your proposal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

9.12 Cost Proposal

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California government code, Sections 4526 and 4529.5, stating that selection of professional services is made on the basis of competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan.

Include a schedule of hourly rates in actual cost-plus-fixed-fee format for all proposed staff and the amount of time each person will be devoted to this project. Define any reimbursable expenses requested to be paid by the City.

The cost proposal must be in a **cost-plus-fixed-fee** format in accordance with Chapter 10 of the Caltrans Local Assistance Procedures Manual (Exhibit 10-H); indicate whether or not your firm's overhead rate has been audited by Caltrans Division of Audits and Investigations or other equivalent method.

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

Once the final ranking is determined, the City will conduct negotiations with the top ranking firm to set hourly billing rates and classifications, overhead rates, and other compensation. In addition, consultants will be expected to accept the standard City contract language for engineering consulting services agreements.

Negotiations will be conducted relative to actual scope, services, fee and payment schedule. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations are terminated and the owner enters into negotiations with the second-ranked firm, and so on down the line, until agreement is reached and a firm is selected.

All cost proposals shall be signed and dated per Section 9.2 above and shall be submitted in a separate sealed envelope or package.

10. SUBMITTAL INSTRUCTIONS

- 10.1 Your submittal package shall include the following:
- **One (1) original and two (2) printed copies** of your proposal in one individual sealed envelope or package.
 - **One (1) copy** of your Cost Proposal in a second individual sealed envelope or package.
 - **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media
- 10.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.
- 10.3 Proposals must be submitted ONLY to:
- Luis Estevez, Public Works Manager
City of Placentia, Public Works Department
401 East Chapman Avenue
Placentia, CA 92870
- 10.4 Faxed and/or emailed proposals shall not be accepted.
- 10.5 The City of Placentia shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 10.6 Late submittals shall not be accepted or considered.
- 10.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.
- 10.8 All submittals, whether selected or rejected, shall become the property of City of Placentia and will not be returned.
- 10.9 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

10.10 All costs associated with proposal preparation shall be borne by the offer or.

10.11 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

11. EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s). Each project will be evaluated separately.

Evaluation Criteria	Maximum Points Possible
1. Overall Approach to project (per response to Tab A)	10
2. Capabilities of Team – Firm’s knowledge and experience with city design standards, Caltrans Standard Plans and Specifications, AASHTO Design Standards, and delivering projects funded by the Highway Bridge Program. (Per response to Tab B: reference checks will be excluded from points assigned for this criterion. See explanation below).	25
3. Qualifications, Experience and availability of Proposed Staff (Per response to Tab C)	30
4. Project Understanding and Approach – Demonstrated knowledge of the work required, explanation of the project, and innovative approaches. (Per response to Tab D)	35
TOTAL Possible Points	100

Reference checks will only be performed at the sole option of the selection committee for the top ranked teams. If reference checks are performed, the evaluation results of reference checks will be included in the evaluation process.

12. SELECTION PROCEDURE

12.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm(s) submitting the highest rated proposal may be invited for interviews.

- 12.2** Interviews, if held, will be scored and ranked separately from the written proposals. However, the City may use criteria similar to the above Evaluation Criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.
- 12.3** The City reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose
- 12.4** The City reserves the right to award a contract to the firm that presents the best qualifications and whose proposal best accomplishes the desired results.
- 12.5** The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 12.6** The City will notify all proposers whether or not they are selected for the subject work. Email is the City's preferred method of communication for all stages of the RFP process.

13. LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms.

- 13.1** The City has the right to reject any and all proposals.
- 13.2** The City is not liable for any costs incurred in responding to the RFP.
- 13.3** All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.

- 13.4** From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- 13.5** The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements (Exhibit A).
- 13.6** Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- 13.7** The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

EXHIBIT A - SAMPLE CONTRACT

<<INSERT CITY DRAFT CONTRACT AGREEMENT>>

ATTACHMENTS

- **Attachment B - Required Statements**
- **Title 49, Code of Federal Regulations, Part 29
Debarment and Suspension Certification**
- **Exhibit 10-I**
- **Exhibit 10-O1**
- **Exhibit 10-O2**
- **Exhibit 10-Q**
- **Exhibit 15-H**
- **Exhibit 17-F**
- **Exhibit 10-K**
- **Exhibit 10-H**

ATTACHMENT B - REQUIRED STATEMENTS

This form is provided as a convenience for proposers to respond to the "Required Statements" section of this RFP. You may complete and return this form or include your own statements of assurance which meet the requirements.

By signature on the cover letter of this submittal and by including this document, I/we attest and agree to the following:

A. Scope of Work and Addenda

I/We will perform the services and adhere to the requirements described in this RFP, including the following addenda issued by the City (*list the addenda by date and/or number*):

B. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all or part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (govt. Code 6250, et seq), and that:

_____ None of this submittal is considered proprietary

OR

_____ The portions/pages of this submittal identified below are proprietary and/or confidential for the reasons stated (cite the specific exemptions allowed by the California Public Records Act/Government Code):

I/We acknowledge that the above statements may be subject to legal review and challenge.

C. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for,

any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the sample contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the City's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

G. I Certification of Consultant, Commissions & Fees

I HEREBY CERTIFY that I am the _____, and
duly
authorized
representative of the firm of _____, whose address
is

_____, and that, except
as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee,

contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

H. Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

I. Certification of Financial Management System and Contract Costs

The Prime Consultant must certify that:

- A. The Consultant's financial management system meets the financial standards set forth in 49 CFR § 18.20.
- B. The proposed costs in the prime and subconsultant cost proposals are in compliance with the cost principles established in 48 CFR, Chapter 1, Part 31 – Contract Cost Principles.
- C. The approximate dollar amount of all A&E contracts awarded to the Prime Consultant by Caltrans or a local agency in California within the last three (3) calendar years, and the number of states the firm does business in, has been provided in Exhibit 10-K, Certification of Financial Management System and Contract Costs.

J. Non-Lobbying Certification for Federal-Aid Contracts

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard **Form-LLL, "Disclosure of Lobbying Activities,"** in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

**RFP for
Golden Avenue Bridge
BRL 5269(025)**

certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION**

The prime CONSULTANT, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining CONSULTANT responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Certification.

Signature of CONSULTANT

Firm Name

EXHIBIT A – SAMPLE CONTRACT

CITY CONTRACT AGREEMENT

**CITY OF PLACENTIA
DRAFT CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 2016, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and _____, _____ (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY requires professional engineering and structural engineering services for the preparation of designs, a cost estimate and specifications for the Golden Avenue Bridge, ("Work" hereinafter).

(ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Work.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Scope of Services: The provision of Engineering Services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the

terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) CITY shall pay CONSULTANT a maximum sum of \$ _____ for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. Standard State prevailing wages apply to this contract.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 45 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.

(c) Such information as is generally available from CITY files applicable to the Work.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the

inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT'S failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT'S control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code § 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the maximum extent possible, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts,

expenses, damages, actions, causes of action, suits, rights, and demands for any negligent, intentional act or omission ("Claims"), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, such failure shall be deemed a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorney's fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: CONSULTANT shall not assign any interest in this contract without the prior written approval of CITY. Should CONSULTANT assign any interest in this contract without the prior written approval of the CITY, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) Legal Requirements. CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) Non-liability of City Officers and Employees. No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) No Benefit to Employees. No elected or appointed officer, official,

employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Work during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Work performed under this Agreement.

(e) **Nondiscrimination.** In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no

expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any work or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Work, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of One Hundred dollars (\$ 100) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

CITY

**Damien R. Arrula
City Administrator**

ATTEST:

**Patrick J. Melia
City Clerk**

Approved as to form:

**Christian Bettenhausen
City Attorney**

**RFP for
Golden Avenue Bridge
BRL 5269(025)**

INSURANCE REQUIREMENTS FOR CITY CONTRACTS



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**

2. **Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:
 - provide statutory requirements of the State of California; and
 - include \$1,000,000 Employer's Liability.
4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:
 - cover liability for malpractice or errors and omissions made in the course of rendering professional services.
 - **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Placentia; or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *"The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *“This insurance is primary and non-contributory over any insurance or self-insurance the City may have” (“as it relates to a specific contract” or “for any and all work performed with the City” may be included in this statement). See Example A below.*

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

“This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.”

3. *“The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”* Language such as, “endeavor to” mail and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be crossed out. See Example B below.

The Workers’ Compensation and Employers’ Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. See Example C below.

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor’s obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Example C:

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

G. Alternative Programs/Self-Insurance. Under certain

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for

waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a wavier or modification will be reviewed and a final determination rendered by the Risk Manager.

PROPOSAL FORMS

Exh 10-I	Notice to Proposers DBE Information	Defines DBE Requirements and provides direction on locating qualified DBE Certified firms.	DO NOT SUBMIT This is for informational purposes only.
Exh 10-O1	Local Agency Consultant DBE Commitment	Provides documentation of the consultant's DBE commitment for this project.	SUBMIT with Proposal
Exh 10-O2	Local Agency Consultant DBE Information	Provides cost information about the DBE firms included in the consultant's team,	DO NOT SUBMIT with Proposal. It shall be completed ONLY by the successfully selected consultant.
Exh 10-Q	Disclosure of Lobbying Activities	Consultant disclosure	SUBMIT with Proposal
Exh 15-H	DBE Information – Good Faith Efforts	NOTE: This form is not required if the DBE Goal has been achieved. However, the City HIGHLY RECOMMENDS it be submitted whether or not the goal is met, should an error be discovered	SUBMIT with Proposal
Exh 17-F	Final Report – Utilization of DBEs	Final DBE utilization report	DO NOT SUBMIT with Proposal. It shall be submitted at Project

Cost Proposal Forms – submit all in SEPARATE SEALED ENVELOPE:

Exh 10-H	Sample Cost Proposal Use <u>Example #1</u> format in preparing your Cost Proposal.	To be submitted by consultant and all subconsultants
Exh 10-K	Consultant Certification of Contract Costs and Financial Management System	To be submitted by consultant and all subconsultants

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly

sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. _____ 12. Preparer's Signature 13. Date _____ 14. Preparer's Name 15. Phone _____ 16. Preparer's Title		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
_____ 20. Local Agency Representative's Signature 21. Date			
_____ 22. Local Agency Representative's Name 23. Phone _____ 24. Local Agency Representative's Title			

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

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

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

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

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

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: **2. Status of Federal Action:** **3. Report Type:**

- | | | |
|---|---|---|
| <input type="checkbox"/> a. contract | <input type="checkbox"/> a. bid/offer/application | <input type="checkbox"/> a. initial |
| <input type="checkbox"/> b. grant | <input type="checkbox"/> b. initial award | <input type="checkbox"/> b. material change |
| <input type="checkbox"/> c. cooperative agreement | <input type="checkbox"/> c. post-award | |
| <input type="checkbox"/> d. loan | | |
| <input type="checkbox"/> e. loan guarantee | | For Material Change Only: |
| <input type="checkbox"/> f. loan insurance | | year _____ quarter _____ |
| | | date of last report _____ |

4. Name and Address of Reporting Entity

- Prime Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

\$ _____ actual planned

14. Type of Payment (check all that apply)

- | | |
|--------------------------|-------------------------|
| <input type="checkbox"/> | a. retainer |
| <input type="checkbox"/> | b. one-time fee |
| <input type="checkbox"/> | c. commission |
| <input type="checkbox"/> | d. contingent fee |
| <input type="checkbox"/> | e. deferred |
| <input type="checkbox"/> | f. other, specify _____ |

13. Form of Payment (check all that apply):

- a. cash
 b. in-kind; specify: nature _____
Value _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes No

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date

The _____ (City/County of) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

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

LABOR COSTS

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

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

FRINGE BENEFITS

- d) Fringe Benefits (Rate: _____%) e) **TOTAL FRINGE BENEFITS**
 [(c) x (d)] \$ _____

INDIRECT COSTS

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

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

FEE (Profit)

- q) (Rate: _____%) k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$ _____

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	_____	\$ _____	\$ _____
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ _____

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

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

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Sample Calculations for Anticipated Salary Increases)

Consultant _____ Contract No. _____ Date _____

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

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

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

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

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

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

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

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

NOTES:

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

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

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

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____ * for fiscal period _____ (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

Contract Number: _____ Project Number: _____

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E Contracts:

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

Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

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

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

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

Consultant Contact Information:

Email: _____

Phone number: _____

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

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

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

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

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT C
CERTIFICATES OF INSURANCE

DESCRIPTIONS (Continued from Page 1)

wording. Waiver of Subrogation applies to General Liability and Workers' Compensation policy. Cancellation:
30 Day/10 Day for Non-Payment of Premium

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 09/01/2016	
Named Insured Biggs Cardosa Associates, Inc.	Countersigned by 

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

Re: Federal Project #BRL-5269(025), Bridge No. #55C-0192, The Golden Avenue Bridge Replacement Project at Carbon Canyon Channel -
NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S), CONT.: The City of Placentia, its elected and appointed officers, officials, employees and agents.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **5. Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

Re: Federal Project #BRL-5269(025), Bridge No. #55C-0192, The Golden Avenue Bridge Replacement Project at Carbon Canyon Channel -
NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: The City of Placentia, its elected and appointed officers, officials, employees and agents.

Biggs Cardosa Associates, Inc.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (00) --

POLICY NUMBER: UB7650Y233

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization:

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Job Description:

Re: Federal Project #BRL-5269(025), Bridge No. #55C-0192, The Golden Avenue Bridge Replacement Project at Carbon Canyon Channel - NAME OF PERSON(S) OR ORGANIZATION(S), CONT.: The City of Placentia, its elected and appointed officers, officials, employees and agents.

DATE OF ISSUE: 09/01/2016

RESOLUTION NO. R-2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. 012-F TO ADMINISTER AGENCY-STATE AGREEMENT NO. 12-5269F15 FOR THE FEDERALLY FUNDED GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT FEDERAL PROJECT NO. BRL-5269(025).

A. Recitals

WHEREAS, the City of Placentia is eligible to receive federal funding under the Bridge Replacement Program, administered by the California Department of Transportation (Caltrans); and

WHEREAS, Caltrans requires supplemental funding agreements to be executed for the administration of federal grant funds received; and

WHEREAS, the supplemental funding agreement must be approved by resolution of the City Council or by an authorized official of the City of Placentia; and

WHEREAS, the City Council wishes to delegate the authority to execute the Program Supplement Agreement No. 012-F to Administering Agency-State Agreement No. 12-5269F15 to the City Administrator.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., above.

2. That the City Administrator is authorized to execute Program Supplement Agreement No. 013-F to Administering Agency-State Agreement No. 12-5269F15 and take any additional actions in furtherance of the City receiving these funds..

PASSED, ADOPTED AND APPROVED this 17th day of January, 2017.

CRAIG S. GREEN, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17TH day of January, 2017 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

PROGRAM SUPPLEMENT NO. F012
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 12-5269F15

Adv Project ID **Date:** October 4, 2016
1215000040 **Location:** 12-ORA-0-PLCN
Project Number: BRLS-5269(025)
E.A. Number:
Locode: 5269

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Golden Avenue over Carbon Canyon Channel, 0.2 miles west of Rose Drive, Br. No. 55C-0192

TYPE OF WORK: Bridge replacement

LENGTH: 0.1(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z001		LOCAL	OTHER
\$441,250.00		\$390,639.00	\$50,611.00	\$0.00

CITY OF PLACENTIA

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yao Date 10/5/16 \$390,639.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

12 City of Placentia

District Administering Agency

Agreement No. 12-5269F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Placentia, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, 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, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. 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 AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

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

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY 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 ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

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

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION City of Placentia

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Placentia
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JANUARY 17, 2017

SUBJECT: **PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR THE PLACENTIA AVENUE STREET REHABILITATION PROJECT**

FISCAL
IMPACT: NONE

SUMMARY:

In 2015, the City was awarded \$500,000 in Federal Arterial Pavement Management (APM) transportation grant funds for the Placentia Avenue Rehabilitation Project. This is a joint project with the City of Fullerton as several segments of Placentia Avenue fall within Fullerton's City limits. This project will rehabilitate Placentia Avenue from 280' north of Ruby Drive in Fullerton to Chapman Avenue (the "Project"). The California Department of Transportation (Caltrans) is the administering agency for the Federal APM grant funds and as such, a program supplement agreement between Caltrans and the City is required for this Project. The attached resolution identifies the City Administrator as the City's Council-authorized agent in executing the program supplement agreement on behalf of the City.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Resolution No. 2017-XX, A Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator to execute the Program Supplement Agreement No. 013-F to administer Agency-State Agreement No. 12-5269F15 for the Federally Funded Placentia Avenue Rehabilitation Project; and
2. Authorize the City Administrator execute all necessary agreements for this project, in a form approved by the City Attorney.

DISCUSSION:

This project will rehabilitate Placentia Avenue from 280' north of Ruby Drive in Fullerton to Chapman Avenue. All work will be completed within the road right-of-way. The proposed improvements include removal of the existing pavement, reconstruction and compaction of the road base, new asphalt rubber hot mix pavement, utility cover adjustments; replacing damaged and/or uplifted sidewalk, curb and gutter; reconstruction of ramps for ADA compliance, and traffic

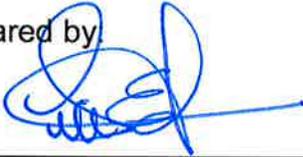
1.d.

January 17, 2017

lane striping and markings. Bids for this project were opened on January 12, 2017. An award of a construction contract is anticipated to be presented to the City Council in February.

A Program Supplement Agreement between the City and Caltrans as the administering agency of Federal transportation grant funds is required and sets forth the terms of the use of the grant funds and other provisions outlining how the funds are to be used and administered. A Council-approved resolution authorizing the City Administrator to execute the agreement is also required by Caltrans and is presented for Council review and consideration.

Prepared by



Luis Estevez
Acting Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution
2. Program Supplement Agreement

RESOLUTION NO. R-2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. 013-F TO ADMINISTER AGENCY-STATE AGREEMENT NO. 12-5269F15 FOR THE FEDERALLY FUNDED PLACENTIA AVENUE REHABILITATION PROJECT.

A. Recitals

WHEREAS, the City of Placentia is eligible to receive federal funding for Transportation Projects, administered by the California Department of Transportation (Caltrans); and

WHEREAS, Caltrans requires supplemental funding agreements to be executed for the administration of Federal grant funds received; and

WHEREAS, the supplemental funding agreement must be adopted by resolution of the City Council or by an authorized official of the City of Placentia; and

WHEREAS, the City Council wishes to delegate the authority to execute the Program Supplement Agreement No. 013-F to Administering Agency-State Agreement No. 12-5269F15 to the City Administrator.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., above.

2. That the City Administrator is authorized to execute and attest to the Program Supplement Agreement No. 013-F to Administering Agency-State Agreement No. 12-5269F15 and take other necessary actions in furtherance of receiving the funds.

PASSED, ADOPTED AND APPROVED this 17th day of January, 2017.

CRAIG S. GREEN, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17TH day of January, 2017 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



November 2, 2016

File : 12-ORA-0-PLCN

STPL-5269(026)

Placentia Avenue from Chapman
Avenue to the north city limits at
Ruby Drive

Mr. Luis Estevez
Acting Director of Public Works
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Dear Mr. Estevez:

Enclosed are two originals of the Program Supplement Agreement No. 013-F to Administering Agency-State Agreement No. 12-5269F15 and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. **ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT.** A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in cursive script that reads "John Hoole".

John Hoole
JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: DLA AE Project Files
(12) DLAE - Tifini Tran

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

EA No:

Date: 10/21/2016
D. CO. RT: 12-ORA-J-PLCN
Project No: STPL-5269(026)
Adv Project Id: 1216000052
Period of Performance End Date: 10/31/2017
Agreement End Date: 07/31/2019

Attention: City of Placentia

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL FUNDS	LOCAL FUNDS	OTHER FUNDS
Central Items: \$1,274,190							
Contingencies: \$127,420							
Total: \$1,401,610							
Construction	Lump Sum	\$1,401,610.00	\$1,360,410.00	33.85%	\$467,269.00	\$934,342.00	\$0.00
Agency Construction	Lump Sum	\$96,697.00	\$96,697.00	33.85%	\$32,732.00	\$65,460.00	\$0.00
Engineering	Lump Sum	\$1,498,792.00	\$1,477,107.00	0.00%	\$506,000.00	\$998,792.00	\$0.00
Totals:							

Participation Ratio: 98.49% This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: *Patrick Louie*

For questions regarding finance letter, contact:

Printed Name : Patrick Louie
Telephone No: (916) 653-7349

Title: HQ Local Assistance Area Engineer

Remarks: FY 16-17 APMP 2014 Prois. #17. City of Placentia pavement rehabilitation construction project on Placentia Avenue from Chapman Avenue to Ruby Drive. Reimbursement ratio = 33.8%.

ACCOUNTING INFORMATION						Cooperative Work Agreement				
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVISION DATE	APPROVED AMOUNT	EXPIRATION DATE
1216000052	16102F	2030010810	F	\$500,000.00	1516	\$0.00	\$500,000.00	06/30/21		

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

PROGRAM SUPPLEMENT NO. F013
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 12-5269F15

Adv Project ID **Date:** September 30, 2016
1216000052 **Location:** 12-ORA-0-PLCN
 Project Number: STPL-5269(026)
 E.A. Number:
 Locode: 5269

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Placentia Avenue from Chapman Avenue to the north city limits at Ruby Drive

TYPE OF WORK: Road rehabilitation

LENGTH: 0.5(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M23E		LOCAL	OTHER
\$1,499,792.00	\$500,000.00		\$999,792.00	\$0.00

CITY OF PLACENTIA

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer *[Signature]* Date 10/10/2016 \$500,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JANUARY 17, 2017

SUBJECT: **RESIGNATIONS FROM THE SENIOR ADVISORY COMMITTEE**

FISCAL
IMPACT: NONE

SUMMARY:

The City has received resignations from the following Committee members:

1. Beverly Cardwell, Committee Chairperson
2. Robert Dewey, Committee Member

This action accepts the above indicated resignations and extends the City's sincere appreciation for each of the members' years of service to the community.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Accept the resignations of Mrs. Beverly Cardwell and Mr. Robert Dewey from the Senior Advisory Committee; and
2. Update the City's Master Commission/Committee vacancy list to include the vacancies on the Senior Advisory Committee.

DISCUSSION:

Mrs. Cardwell has volunteered her time to the community and has been part of the Senior Center programming for many years. She has been the Chairperson of the Senior Advisory Committee for 7 years. She was appointed to the Senior Advisory Committee on April 1, 2008 and resigned from the committee effective October 2016.

Mr. Robert Dewey has volunteered his time to the community and to the Placentia Senior Center. He was appointed to the Senior Advisory Committee on August 2, 2005 and resigned from the committee effective July 2016.

1.e.

January 17, 2017

Appointments for these vacancies are anticipated to be made as part of the City's current Commission/Committee application/recruitment process.

Prepared by:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator