

**REQUEST FOR PROPOSALS
FOR
TOWN CENTER AND WATERFRONT PRECISE PLAN
FOR ALAMEDA POINT**

January 29, 2013

The City of Alameda was awarded a grant from the Metropolitan Transportation Commission (MTC Grant) to prepare a precise plan for a 125-acre area identified as the Town Center and Waterfront Area (Precise Plan) within the largest portion of the former Naval Air Station Alameda (NAS Alameda), commonly referred to as Alameda Point. Attachment A, "Precise Plan Boundaries" depicts the boundaries of the Town Center and Waterfront Area within the larger proposed zoning map for Alameda Point.

The City's NAS Alameda Community Reuse Plan (Reuse Plan) and General Plan envision a town center at Alameda Point with a mix of residential, commercial, and recreational uses within a convenient walk to the waterfront and to transit services. The Town Center and Waterfront Area will be the central hub of Alameda Point with a range of uses, including multi-family residential housing, recreational and visitor-serving uses, retail/commercial space, and maritime commercial and industrial uses within close proximity of transit.

The purpose of the Precise Plan is to adopt form-based, transit supportive standards and regulations for the arrangement of public and private street streets, public open space and parks, infrastructure, and associated private development consistent with City's goals and expectations for a transit-oriented, waterfront, visitor-serving mixed-use community. The Precise Plan also will address the phasing of development within the Town Center and Waterfront Area, which must allow for interim uses, change and retention of uses in existing buildings, and integration of near-term projects with long-term goals. The Precise Plan should consider retention of some uses and allow adaptive reuse of buildings. The Precise Plan shall contain all of the components of a Specific Plan under State law.

The City is soliciting proposals from a team of urban design consultants (Consultant Team) to assist City staff and engage the community in preparing and adopting the Precise Plan consistent with the MTC Grant. The Consultant Team will join an existing team comprised of City staff and consultants (City Team) that have already begun work on a Master Infrastructure Plan (MIP), project-level Environmental Impact Report (EIR), and amendments to the Zoning Ordinance for Alameda Point, which will inform and be informed by the Precise Plan. The City's existing consultant includes Keyser Marston Associates (KMA) for market, financial and fiscal analysis, Carlson Barbee Gibson (CBG) for civil engineering and surveying, Russell Resources for hazardous materials consulting, Cultivate for the draft zoning code, and Environmental Science Associates (ESA), Kittleson, and Nelson/Nygaard for the EIR. The Consultant Team will prepare the Precise Plan for public review and City Council adoption, in concert with the City Team.

General Information

Alameda Point encompasses the majority of the former NAS Alameda generally located east of Main Street in the City of Alameda, California. The Oakland/Alameda Estuary defines the northern edge of the site and San Francisco Bay defines its southern and western edges. The

base was closed in 1997 and is currently in the process of being transferred to the City for civilian use (see Attachment B, "Site Map" and Attachment C, "Proposed Conveyance Schedule").

Previous Planning

The City completed the Reuse Plan in 1996. The Reuse Plan establishes an overall vision and direction for the redevelopment of Alameda Point that emphasizes Alameda's island character, economic development opportunities, historical resources, transit orientation, mixed-use development, open space network, and sustainable design. The Reuse Plan was the first step in integrating Alameda Point into the fabric of the City and will provide the land use and development framework for the Precise Plan.

In 2003, the City of Alameda adopted the Alameda Point General Plan Amendment (GPA). The GPA incorporated the Reuse Plan's vision and recommendations into the City of Alameda's General Plan. Recognizing the island of Alameda's limited regional access and significant transportation constraints, the GPA policies call for a transit-oriented, mixed-use development centered on a multi-modal transit center at Alameda Point.

Numerous other planning and community involvement efforts have occurred since 2003. A list of the planning and technical documents recommended for review and consideration for the completion of the scope of work are contained in Attachment D, "Proposed Scope of Work." The documents referenced in Attachment D and other information can be found at the City's Alameda Point Webpage: <http://www.cityofalamedaca.gov/City-Hall/Alameda-Point-Going-Forward>. Attachment E, "Description of Key Previous Planning Documents" also provides a more detailed description of some of the key planning documents and previous planning efforts.

Existing Conditions

Alameda Point consists of approximately 878 acres with an extensive road system serving existing administrative and industrial buildings, warehouses, and piers. The City leases approximately 1.8 million square feet of space in existing buildings, which currently house a range of uses, including City administrative offices, event productions, a regional sports facility, warehouses, specialty manufacturing, and environmental technology incubators. Approximately 921,000 square feet of the prominent large-scale industrial buildings and expansive hardscape areas that exist on-site are being leased and occupied by research and development (R&D) and industrial uses. Approximately 178,000 square feet of the existing piers are being leased to marine-related industrial uses [the primary lessee is the United States Maritime Administration (MARAD) through a long-term lease]. The USS Hornet, moored on one side of pier three, is being used as a museum. A significant number of vacant buildings also exist in the planning area, including buildings formerly used as barracks. Additionally, the Water Emergency Transportation Authority (WETA) proposes constructing an operations and maintenance center along the southern shoreline of Alameda Point.

The northeastern portion of the site includes 268 occupied units of former US Navy housing used for market rate and supportive housing. Approximately 68 of these units are currently leased at market rates. The supportive housing providers have long-term leases with the City for some of the existing former residential structures, and have improved approximately 200 units for supportive housing.

Immediately to the northwest of the former NAS Alameda facilities is a large vacant area of former runways, which is commonly referred to as the "Northwest Territories." This area is currently used monthly to host a large, regional outdoor antique fair.

Veterans Affairs and the Endangered Least Tern Habitat

The former airfield to the west of the developed areas and south of the Northwest Territories described above is approximately 624 acres. Portions of this area are home to a colony of the endangered California Least Tern during the summer months. The Navy is currently planning to transfer this land to the United States Department of Veterans Affairs (VA), which is planning a columbarium and 160,000 square feet of medical facilities. This area is not within the planning area for Alameda Point, but the Precise Plan must comply with restrictions related to the endangered species.

NAS Alameda Historic District

Portions of the Town Center and Waterfront Area fall within the NAS Alameda Historic District, which has been nominated to the National Register of Historic Places by the Navy, and includes contributing structures and historic designed landscape. The Precise Plan will need to prepare design guidelines for new construction for those areas within the NAS Alameda Historic District and incorporate the existing design guidelines for alterations to these buildings, features, and landscapes into the Precise Plan.

State Lands Exchange

Approximately 1,600 acres of upland and submerged lands at Alameda Point will be public trust lands of the State of California preserved for commerce, navigation and fisheries, and open space held in trust by the City upon conveyance of Alameda Point to the City from the Navy and upon implementation of an exchange of public trust lands between the City and the State of California. These public trust lands are subject to the NAS Alameda Public Trust Exchange Act, which limits the types of uses that can be developed on these properties. Attachment F depicts the post-exchange boundaries of the State Lands areas at Alameda Point. Significant portions of the Precise Plan boundaries are comprised of State Lands.

Request for Proposals

As described above, the MTC Grant will be used to supplement ongoing and previously City funded planning efforts to create and adopt the Precise Plan. The Precise Plan will build on the prior studies and adopted plans. The work will also be informed and supplemented by concurrent City funded work to complete a MIP, site-wide zoning, and Alameda Point EIR. The EIR will evaluate the potential impacts of the Precise Plan and provide the CEQA clearance for the adoption of the Precise Plan in early 2014.

Role of the Consultant

The Consultant Team will work closely with the City Team, Planning Board Sub-Committee for Alameda Point, and community and technical stakeholders. The Consultant Team must include expertise on land use planning; urban design; park and open space planning; sustainable development; historic architecture, preservation, and adaptive reuse; and community outreach and consensus-building.

Submittal Requirements

The City is requesting **6 copies and one pdf copy** of the proposal, which must contain the following information:

1. Letter of Interest: Please include a letter expressing the Consultant Team's interest in being considered for the project. Include a statement regarding the Consultant Team's availability to dedicate time, personnel, and resources to this effort during the period from April 2013 through early 2014. The letter of interest must include a commitment to the availability of the Consultant Team and all key project staff during the planning period (1-page maximum).
2. Project Understanding and Approach: Please include a statement demonstrating your understanding of the proposed project and of the Alameda community and describing your approach to completing the project successfully and within the proposed budget and schedule. In particular, describe how the Consultant Team will significantly leverage past work that has been conducted and is being conducted to achieve completion of the project as efficiently and effectively as possible. Please also review the Proposed Scope of Work, contained in Attachment D, and discuss any ideas for modifying, clarifying, or improving it (5-page maximum).
3. Relevant Experience: Please include information describing the Consultant Team's experience with large, complex planning projects. Please highlight and provide specific examples of the Consultant Team's experience with complex projects at waterfront, mixed-use downtown, and base reuse locations. Also, highlight and provide specific examples of the Consultant Team's experience with planning transit-oriented development and successful consensus building in a community planning process. Please provide references for each example cited including phone number and/or email address of contacts. Similar information should be provided for any sub-consultants (15-page maximum).
4. Project Manager/Key Staff: Please include information about the specific relevant experience and billing rates for the proposed Project Manager and the Principal-in-Charge (if that person is different from the Project Manager) and all other applicable staff. A project manager must be designated and must be the principal contact for the City. Information on the experience of the Project Manager (on similar projects) and at least four references for the Project Manager and Principal-in-Charge (should that be a different person) are required (15-page maximum.)
5. Budget and Schedule. Based on the Proposed Scope of Work, please provide a detailed budget and schedule that meets the \$250,000 budget and the proposed 10-month schedule.
6. Comments/Questions on the City Standard Consultant Agreement: The City standard consultant agreement is attached for your consideration (see Attachment G, "City Standard Consultant Agreement"). If the Consultant Team has any questions/concerns related to any provisions of the standard form contract, they must be submitted in writing with your response to this Request for Proposals (1-page maximum).
7. Applicable Disadvantage Business Enterprise (DBE) and Federal Forms: The MTC grant awarded to the City involves federal funding and is subject to federal rules and regulations, including a requirement of participation of Disadvantage Business Enterprises (DBE). The

City's DBE goal for this project 9 percent participation. Consultants should refer to the additional attachments for information pertaining to DBE requirements and complete the federal forms denoted by an asterisk (*) (Attachments H-P). For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm

For a list of DBEs that were sent a copy of the RFP, please contact Eric Fonstein at efonstei@ci.alameda.ca.us.

Submittal Instructions

Responses should be submitted by mail or in person by **4:00 PM on February 26, 2013** to:

Jennifer Ott
Chief Operating Officer – Alameda Point
City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501

Submittals shall be clearly marked on the outside cover or envelope "Response to Request for Proposals: Town Center and Waterfront Precise Plan."

A pre-bid conference will be held on February 12th from 9:00 am to 10:30 am in Conference Room 360 at City Hall, 2263 Santa Clara Avenue, 3rd Floor, Alameda, CA.

Selection Process

The selection process for the consultant will proceed as follows:

1. Based upon the submitted proposals, the City selection team will select 2 to 5 Consultant Teams to interview. Interviews are tentatively scheduled for March 12th at City Hall, 2263 Santa Clara Avenue, Alameda, California.
2. At the interview, the selection team will expect the Consultant Team to make a 5 to 10 minute presentation introducing the project manager, the team, and focusing on the Consultant Team's proposed understanding and approach to the Proposed Scope of Work. The Project Manager and the Principal-in-Charge must be present for the interview/presentation. The presentation will be followed by a question and answer period by the selection team.
3. Upon completion of the interview process, the selection team will select a preferred Consultant Team. The City intends to complete contract negotiations with the selected Consultant Team in a timely manner so that the Consultant Team can commence work in April 2013.

The final selection will be based upon the following criteria:

- A. The Consultant Team's demonstrated understanding of the proposed project and the Alameda community and of the need for an efficient and effective approach to successfully completing the project. (25%)

- B. The Consultant Team's past experience and results with similar projects. (25%)
- C. The quality and experience of the Project Manager and key staff persons who will be working on the project on a regular basis. (25%)
- D. The Consultant Team's ability to deliver the proposed Scope of Work within the budget amount of \$250,000 and 10-month schedule. (20%)
- E. The Consultant Team's ability to meet the City's standard contract requirements. (5%)

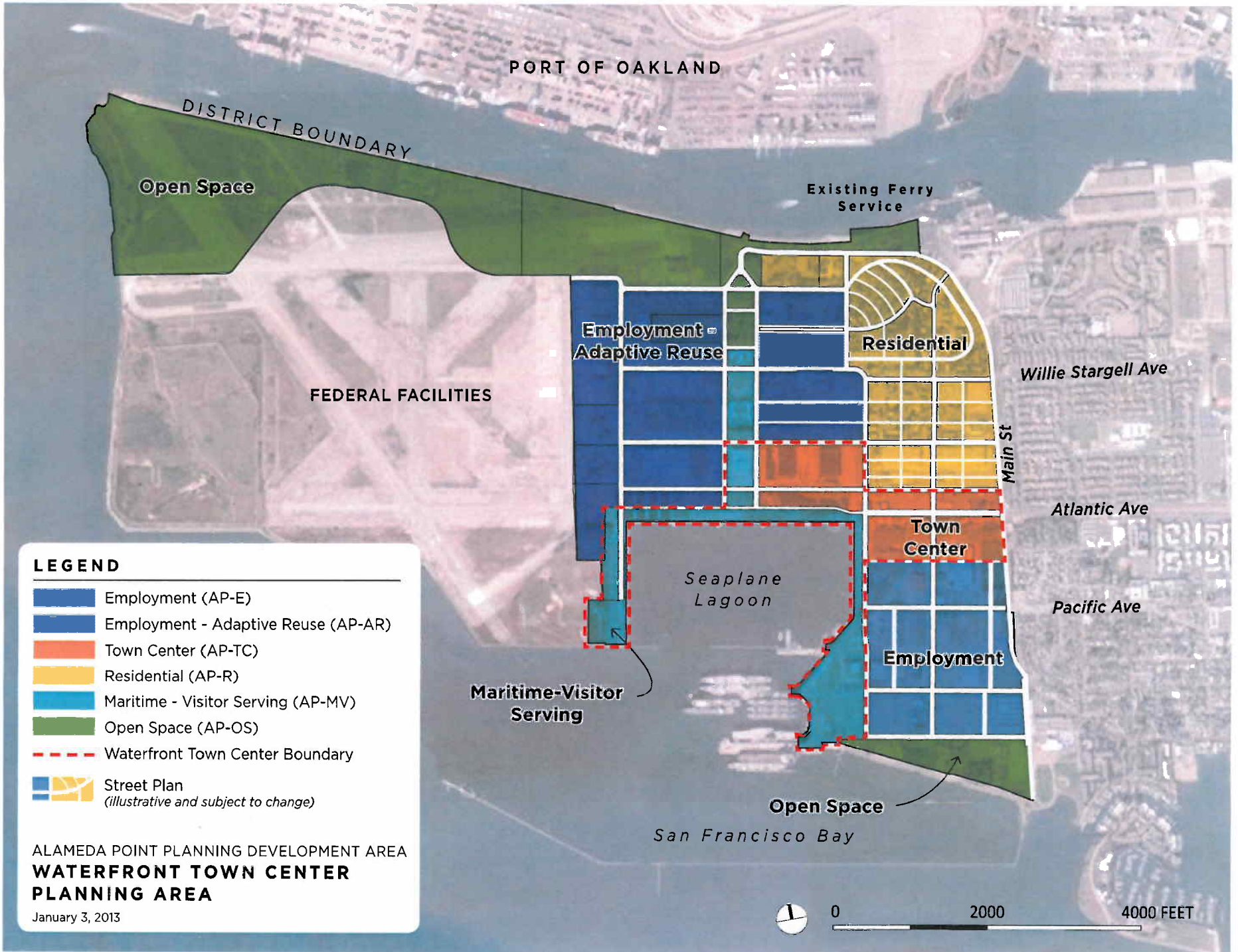
The City will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, disability or national origin in the contract award. The City reserves the right to reject any and all proposals at its discretion, thus not awarding the contract to any firm.

Questions

Jennifer Ott, Chief Operating Officer – Alameda Point, jott@ci.alameda.ca.us, is available to answer questions and respond to requests for additional information.

Attachments (* DBE forms to be submitted with Proposal)

- Attachment A: Precise Plan Boundaries
- Attachment B: Site Map
- Attachment C: Proposed Conveyance Schedule
- Attachment D: Proposed Scope of Work
- Attachment E: Description of Key Previous Planning Documents
- Attachment F: Map of State Lands Post-Exchange
- Attachment G: City Standard Consultant Agreement
- Attachment H: Notice to Proposers DBE Information (Exhibit 10-I)
- Attachment I: Standard Agreement for Subcontractor/DBE Participation (Exhibit 10-J)
- *Attachment J: Local Agency Proposer DBE Commitment (Exhibit 10-01)
- *Attachment K: Local Agency Proposer DBE Information (Exhibit 10-02)
- Attachment L: Final Report Utilization of DBE, First Tier Subcontractors (Exhibit 17-F)
- *Attachment M: DBE Information Good Faith Effort (Exhibit 15-H)
- *Attachment N: Non-Lobbying Certification for Federal Aid Contracts (Exhibit 10-P)
- *Attachment O: Disclosure of Lobbying Activities (Exhibit 10-Q)
- *Attachment P: Debarment & Suspension Certification (Exhibit 12-E)
- Attachment Q: Certifications of Consultant and Agency (Exhibit 10-F and 10-G)

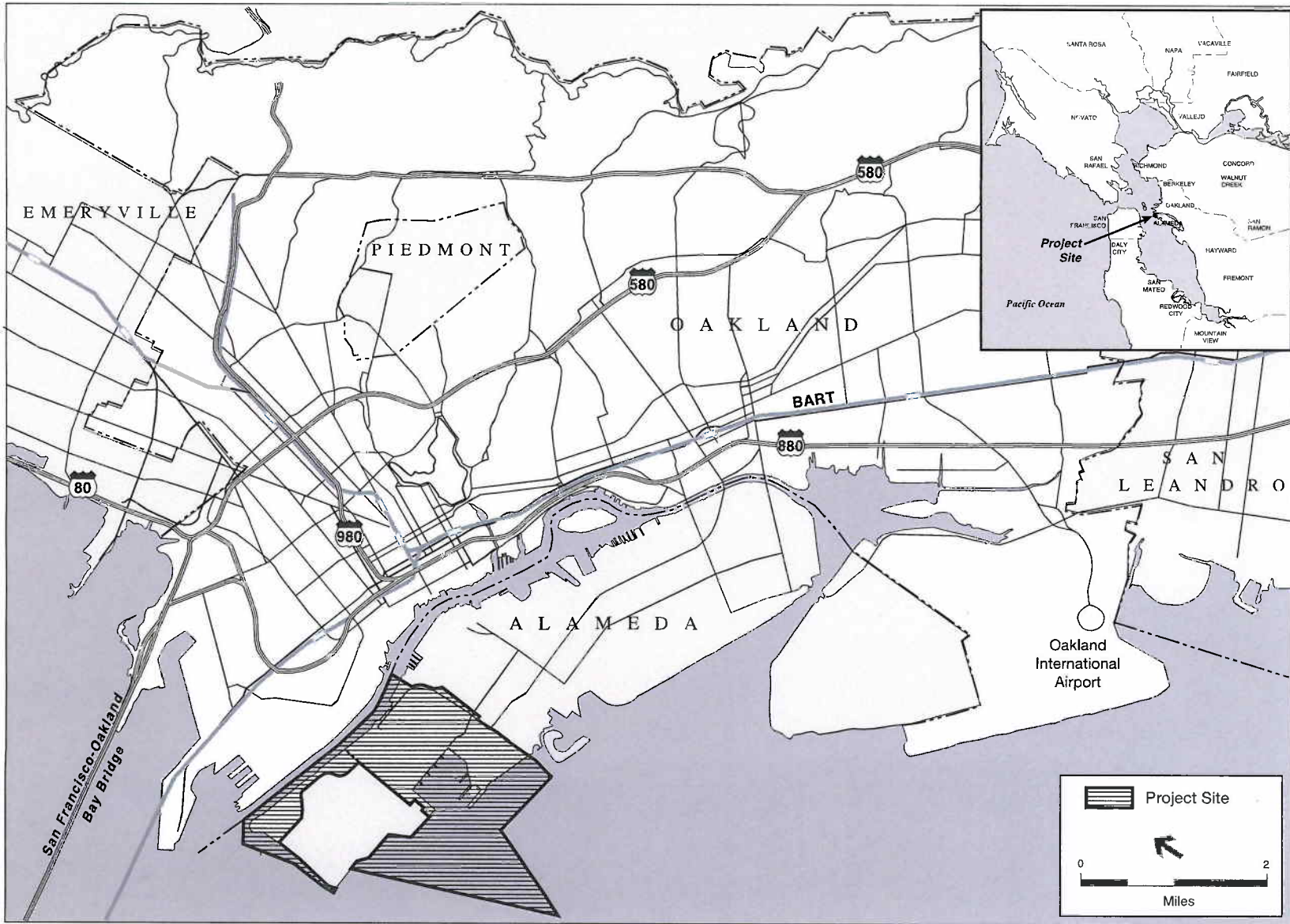


LEGEND

- Employment (AP-E)
- Employment - Adaptive Reuse (AP-AR)
- Town Center (AP-TC)
- Residential (AP-R)
- Maritime - Visitor Serving (AP-MV)
- Open Space (AP-OS)
- Waterfront Town Center Boundary
- Street Plan
(illustrative and subject to change)

ALAMEDA POINT PLANNING DEVELOPMENT AREA
**WATERFRONT TOWN CENTER
 PLANNING AREA**

January 3, 2013

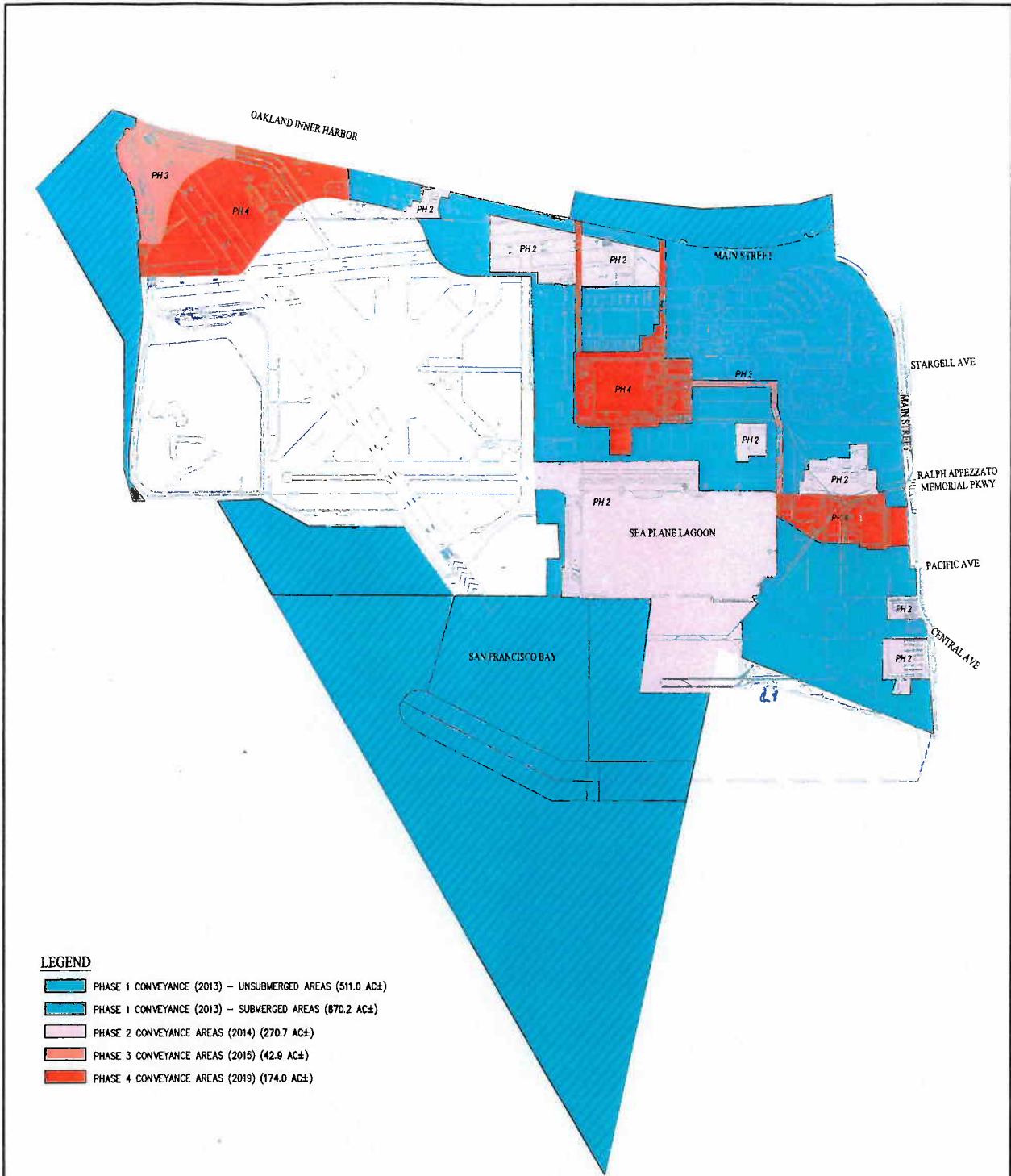


SOURCE: ESA, 2013

Alameda Point Project Draft EIR . 209169

Figure 1
Project Site Location

ATTACHMENT C: PROPOSED CONVEYANCE SCHEDULE



LEGEND

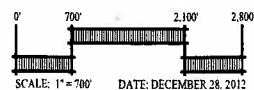
- PHASE 1 CONVEYANCE (2013) – UNSUBMERGED AREAS (511.0 AC±)
- PHASE 1 CONVEYANCE (2013) – SUBMERGED AREAS (670.2 AC±)
- PHASE 2 CONVEYANCE AREAS (2014) (270.7 AC±)
- PHASE 3 CONVEYANCE AREAS (2015) (42.9 AC±)
- PHASE 4 CONVEYANCE AREAS (2019) (174.0 AC±)

DRAFT

ALAMEDA POINT NAVY CONVEYANCES

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

	Carlson, Barber & Gibson, Inc. CIVIL ENGINEERS • SURVEYORS • PLANNERS
6117 BOLLINGER CANYON ROAD, SUITE 150 SAN RAFAEL, CALIFORNIA 94903	(925) 866-0332 FAX: (925) 866-0075
SAN RAFAEL, CALIFORNIA	



ATTACHMENT D: PROPOSED COPE OF WORK

Task 1: Review Existing Documents and Hold Kick-Off Meeting

The Consultant Team will review and consider the following previous Alameda Point planning documents:¹

- 1996 Adopted NAS Alameda Community Reuse Plan;
- 2003 Adopted General Plan Chapter for Alameda Point;
- 2006 Preliminary Development Concept for Alameda Point;
- 2008 Station Area Planning Study for Alameda Point;
- 2009 Alameda Point Transportation Strategy;
- 2009 SunCal's Measure B Alameda Point Specific Plan;
- 2010 Going Forward Community Planning Workbook and Summary Report;²
- 2012 Draft Alameda Point Rezoning Proposal;
- 2012 Alameda Point Economic Development Strategy; and

The Consultant Team will also review and consider the following technical documents:

- 2012 Draft Alameda Point Infrastructure Plan, if available;
- January 3, 2013 Historical Advisory Board Staff Report and Attachments³ regarding historic resources at Alameda Point;
- Conditions for Development on NAS Alameda Community Reuse Plan Area Based on Final Biological Opinion (Paraphrased for Clarification), with Additional Lighting Restrictions.⁴

Upon consideration of these documents, the Consultant Team and City Team will hold a kick-off meeting to discuss the documents, site constraints, concurrent planning efforts and how they inform subsequent tasks in the scope of work. At this meeting, the Consultant and City Teams will decide on appropriate sub-areas within the Town Center and Waterfront Area.

Deliverables: List of questions from document review, additional data requests, initial map of potential sub-areas. [City staff will bring map of site, constraints, and proposed street network to meeting].

Community Engagement: Review of previous community feedback.

Schedule: Month 1

¹ These documents can be found at the City's Alameda Point Webpage: <http://www.cityofalamedaca.gov/City-Hall/Alameda-Point-Going-Forward>

² See Agenda Item 4 for the Summary Report at <http://www.cityofalamedaca.gov/City-Hall/Calendar-of-Events?id=996&a=20110406>

³ 1/3/2013 HAB Staff Report located at: <http://www.cityofalamedaca.gov/City-Hall/Calendar-of-Events?id=1005&a=20130103>

⁴ This document can be found at the City's Alameda Point Webpage: <http://www.cityofalamedaca.gov/City-Hall/Alameda-Point-Going-Forward>

Task 2: Develop Conceptual Framework

Based on Task 1, the Consultant Team will prepare a conceptual framework for each of the sub-areas within the Town Center and Waterfront Area for the Consultant and City Teams to discuss at an internal meeting. The conceptual framework prepared for the meeting may include scenarios for key sub-areas. The Consultant and City Team will select a conceptual framework and possibly a few scenarios for certain sub-areas to present and discuss with the Planning Board sub-committee assigned to the Precise Plan, and with community and technical stakeholders during no more than two days of pre-scheduled meetings. The conceptual framework will consist of the following two components:

- 1) Map(s) depicting sub-areas, network of public streets and open space, building footprints, and conceptual massing, and
- 2) Written document describing the overall vision, predominant land uses, “look and feel” of the built environment for each sub-area (no more than one page for each sub-area).

Deliverables: Conceptual framework maps and narrative (with scenarios for certain key sub-areas) for internal review and for review by stakeholders.

Community Engagement: Two days of Planning Board sub-committee and stakeholder discussions. [City staff will arrange stakeholder meetings.]

Schedule: Months 1-3

Task 3: Prepare Public Review Draft of Precise Plan

Based on Tasks 1 and 2, the Consultant Team will prepare a Public Review Draft of the Precise Plan (Public Review Draft). The proposed table of contents for the Precise Plan is included as Exhibit A of this scope of work. The Precise Plan is envisioned as a form-based development plan and code for the Town Center and Waterfront Area that describes the location and configuration of: 1) the public realm, including the public streets and public spaces, parks and open space, transit facilities, including transit terminals or facilities, public waterfront standards; and 2) the private realm, including building types, frontage types, setback requirements, height requirements, residential density requirements, mixed use requirements, parking requirements. The Precise Plan is envisioned as a “user friendly” easy to understand document that is organized around graphics, table and charts. Text is used as necessary to explain, clarify and elaborate the graphics, tables and charts.

The purpose of the Public Review Draft is to construct a draft for public discussion that:

1. Builds upon the community’s prior work and planning efforts;
2. Ensures that the Precise Plan advances the community discussion and planning objectives; and
3. Identifies the “unanswered questions” and major issues to be resolved with the Planning Board and community before final adoption of the Precise Plan.

The Public Review Draft will be discussed first administratively with the City Team and the Planning Board sub-committee and then released to the community and stakeholders for public review. Once the Public Review Draft is released, the Consultant and City Teams will prepare a presentation to engage the Planning Board, community, and technical advisors in resolving the

major questions and issues identified while preparing the Public Review Draft. This engagement process is expected to include two Planning Board meetings, and implementation of an internet outreach approach, or other means, to reach the broader community in order to maximize review of the Public Review Draft.

Deliverables: Public Review Draft for administrative review (electronic copy only) and public review (10 hard copies), slides for Powerpoint Presentation depicting key graphics, and management of an ongoing list of comments and associated changes. [City staff will prepare staff report and overall presentation for Planning Board meetings.]

Community Engagement: Two Planning Board meetings, including one combined with the Economic Development Commission, and an internet outreach approach for review of the Public Review Draft.

Schedule: Months 3-8

Task 3. Prepare Final Precise Plan

Based on the comments received during the public review process in Task 3, the Consultant Team will prepare a Final Draft of the Precise Plan (Final Draft) for administrative review. Based on the City staff comments received, the Final Draft will be produced for Planning Board recommendation to the City Council for adoption. Upon approval by the Planning Board, the Final Draft will be presented to the City Council for final adoption, including a summary of any Planning Board and community comments and revisions. The Consultant Team will produce revisions to key graphics for the City Council meeting, but not a revised Final Draft. Based on the cumulative feedback and comments received at the Planning Board and City Council meetings, the Consultant Team will prepare an adopted Final Precise Plan.

Deliverables: Final Draft for administrative review (electronic copy only) and public review (20 hard copies for Planning Board meeting and 20 hard copies for City Council meeting), slides for Powerpoint Presentation depicting key graphics, management of list of comments and associated changes from Planning Board and City Council meetings, revised graphics, and adopted Final Precise Plan (20 hard copies). [City staff will prepare staff report and overall presentation for Planning Board and City Council meetings.]

Community Engagement: Planning Board meeting and City Council meeting.

Schedule: Months 8-10

Exhibit A
Alameda Point Town Center and Waterfront Precise Plan
Table of Contents

- I. Introduction**
- II. Executive Summary**
- III. Introduction**
 - a. Specific plan purposes
 - b. Statement of relationship between the policies and regulations
 - c. Statement of how the plans policies and/or regulations accomplish the objectives of the plan
 - d. Relationship of the specific plan to the General Plan
Relationship of the specific plan to adjacent areas within Alameda Point and surrounding areas
 - e. Projects required by law to be consistent with the specific plan (e.g. rezonings, tentative subdivision maps and public works projects)
 - f. Description of the regulations and ordinances which will implement the specific plan.
- IV. Existing Conditions**
 - a. Existing buildings, tenants, uses
 - b. Naval Air Station Alameda (NAS Alameda) Historic District
 - c. Endangered California Least Tern (Least Tern) and biological resources
[Provided by others]
 - d. Hazardous materials and remediation schedule [Provided by others]
 - e. Infrastructure including, street network, electrical sub-station, sewer and storm facilities [Provided by others]
 - f. Public services, including schools, fire, police
- V. General Plan and Reuse Plan Policy Foundation for Specific Plan [Provided by others]**
 - a. Reuse Plan policies for Town Center and Waterfront Area (Marina and Civic Core Planning Areas)
 - b. General Plan policies for Town Center and Waterfront Area (Mixed Use District)
- VI. Development Form and Land Use Regulatory Provisions**
 - a. Street Network: Network and cross sections to support transit-oriented development and plan objectives
 - b. Open Space Network: Network necessary to balance needs for public waterfront access and enjoyment and support maritime employment uses and supporting industries and activities
 - c. Building Form: Appropriate building locations, types, setbacks and heights to support transit-oriented development, maritime industries, and NAS Alameda Historic District integrity
 - d. Parking Plan: Shared parking locations, requirements, and standards to support transit oriented development and NAS Alameda Historic District
 - e. Permitted and conditionally permitted uses to support and implement policy foundation
 - f. Vertical mixed-use requirements and locations

VII. Environmental Protection Regulatory Provisions

- a. Biological Requirements: Standards and requirements to avoid impacts on endangered species and the Least Tern [Provided by others]
- b. Transportation Requirements: Standards and requirements to avoid or minimize impacts to the transportation network and mobility. [Provided by others]
- c. Sustainability Requirements: Buildings, energy, water, stormwater, etc. [Infrastructure portions provided by others]
- d. NAS Alameda Historic District: New construction guidelines and standards for Precise Plan areas that fall within Historic District

VIII. Infrastructure Plan

- a. Street Network: Diagram(s) and written description of proposed transportation components, including improvements that support the planned land uses and all modes of travel (pedestrian, bike, transit, and auto). Standards for the primary components of public and private streets (street cross-sections and material requirements) [Technical components of public streets provided by others (i.e., number of lanes, and bicycle and transit facilities)]
- b. Public Right-of-Way Streetscape and Lighting: Design guidelines for streetscape and lighting requirements on public streets within Precise Plan
- c. Open Space Network: Location, design, and material requirements of public open spaces and associated phasing requirements
- d. Water, Wastewater, and Storm Drain: Summary diagram(s) and written description of proposed water, sewer, and drainage systems [Provided by others]
- e. Energy and Telecommunications: Summary descriptions of the type and location of proposed energy facilities, transmission lines, and easements necessary to support the planned land uses [Provided by others]
- f. Solid Waste: Summary descriptions of the type and location of proposed solid waste disposal facilities and serving necessary to support the planned land uses [Provided by others]

IX. Capital Improvement Program and Financing Plan

- a. List and description of capital projects and other uses needing financing, including cost estimates by sub-area, phasing, and parties responsible for completing each proposed improvement [Provided by others]
- b. List and description of sources of funds, including funding estimates for key sources of funds (i.e., CFDs, IFDs) [Provided by others]

X. Relationship of the Specific Plan's Environmental Document to Subsequent Discretionary Projects

- a. Projects that will be exempt from additional environmental documentation based on the specific plan's EIR
- b. Projects that will require additional environmental documentation

XI. Plan Administration and Enforcement

- a. Specific plan cost recovery fees authorized by §65456
- b. Specific plan amendment procedures
- c. State requirements
- d. Local requirements

ATTACHMENT E: DESCRIPTION OF KEY PREVIOUS PLANNING EFFORTS

(These documents may be found on the City's Website at
<http://www.cityofalamedaca.gov/City-Hall/Alameda-Point-Going-Forward>)

Naval Air Station Alameda Community Reuse Plan

A comprehensive vision and policy framework for the redevelopment and reuse of the former NAS Alameda approved by City Council in 1996, including a certified EIR.

Alameda Point General Plan Amendments

A comprehensive amendment to the City of Alameda General Plan to include the NAS Alameda Community Reuse Plan goals, objectives, policies, and land use diagrams was approved by the City Council in 2003, including a certified EIR.

Alameda Point Preliminary Development Concept (PDC) & Transportation Strategy

A detailed site plan and transportation strategy for Alameda Point highlighting the major tradeoffs and decisions that would be needed to create a transit-oriented development at Alameda Point consistent with the General Plan was prepared for Council consideration and endorsement in 2006.

Alameda Point Station Area Plan Alternatives Study

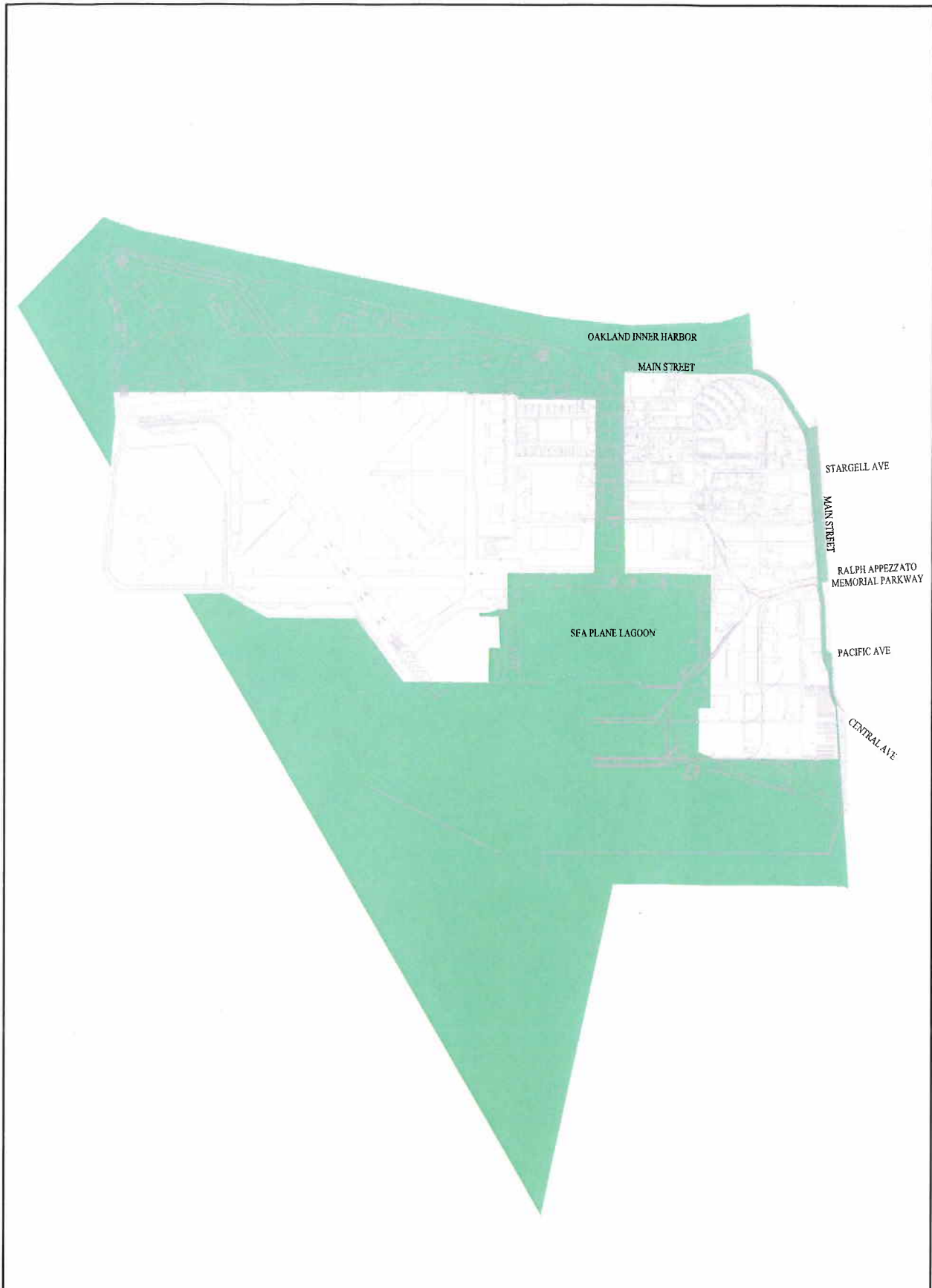
An MTC funded study examining the impacts of Alameda City Charter Article 26 (Measure A) on General Plan objectives to develop a transit-oriented, mixed-use development at Alameda Point. The study found that a land use plan with a diversity of housing types and higher densities adjacent to transit would increase financial feasibility, increase transit ridership, decrease single occupancy vehicle use, decrease automobiles congestion at the tubes, and relieve pressure on historic resources. The community and the City Council considered the study in 2008.

Alameda Point "Going Forward" Community Workshops

In the fall of 2010, City staff began a series of community workshops and a tenant forum to identify the important components of the past plans that should be included in the final plan for Alameda Point, including a detailed *Community Planning Workbook* that asked stakeholders to evaluate past plans and consider difficult tradeoffs. A summary of the major findings was presented to the City Council and the community in April 2011 (see Agenda Item 4 for the Summary Report at <http://www.cityofalamedaca.gov/City-Hall/Calendar-of-Events?id=996&a=20110406>).

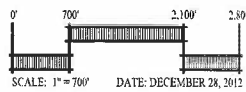
Alameda Point Economic Development Strategy

Federal Office of Economic Adjustment (OEA), under the Department of Defense, financed an economic development strategy for Alameda Point (Strategy), presented to and accepted by the City Council in December 2012. The Strategy contains specific steps for successfully redeveloping the property for employment generating uses, taking advantage of the existing commercial tenant base and to attract new commercial and institutional groups to Alameda Point.



STATE LANDS EXCHANGE POST-EXCHANGE

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA



	Carlson, Barbee & Gibson, Inc.
	CIVIL ENGINEERS • SURVEYORS • PLANNERS
	8111 BOLLINGER GAYTON ROAD, SUITE 100 SAN FRANCISCO, CALIFORNIA 94134
	9250 MISSION SAN RAMON, CALIFORNIA 94583

C:\PROJECTS\ALAMEDA\STATE LANDS EXCHANGE\STATE LANDS EXCHANGE.DWG, DATE: 12/28/12, 11:58 AM

ATTACHMENT G: CITY STANDARD CONSULTANT AGREEMENT

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this ___ day of _____ 2013, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and _____, a California corporation, whose address is _____ (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERM:

The term of this Agreement shall commence on the ___ day of _____ 2013, and shall terminate on the ___ day of _____ 2013, unless terminated earlier as set forth herein.

SERVICES TO BE PERFORMED:

Consultant shall perform each and every service set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

COMPENSATION TO CONSULTANT:

Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$ _____ as set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference.

TIME IS OF THE ESSENCE:

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

INDEPENDENT PARTIES:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

HOLD HARMLESS:

Consultant shall indemnify, defend and hold harmless City, its City Council, boards, commissions, officers, employees and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be

canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**
Statutory coverage as required by the State of California.

(2) **Liability:**
Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$1,000,000 aggregate - all other
----------------	--

Property Damage:	\$250,000 each occurrence \$500,000 aggregate
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If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**
Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence

or

Combined Single Limit:	\$500,000 each occurrence
------------------------	---------------------------

(4) **Professional Liability:**
Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall

be named as an additional insured under all insurance coverages, except any professional liability and workers' compensation insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

RECORDS:

Consultant shall maintain complete and accurate records with respect to 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. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for

all reasonable costs and expenses associated with the supplemental examination or audit.

NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda
Economic Development Department
2263 Santa Clara Avenue, Room 120
Alameda CA 94501
Attention: _____

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

TERMINATION:

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

COST OF LITIGATION:

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorneys' fees.

COMPLIANCES:

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders,

rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONSULTANT

CITY OF ALAMEDA
A Municipal Corporation

By:
Title:

John A. Russo
City Manager

By:
Title:

RECOMMENDED FOR APPROVAL:

Jennifer Ott
Chief Operating Officer – Alameda Point

APPROVED AS TO FORM:

Janet C. Kern
City Attorney

ATTACHMENT H: NOTICE TO PROPOSERS DBE INFORMATION (EXHIBIT 10-I)

City of Alameda • California



Local Assistance Procedures Manual

EXHIBIT 10-I
Notice to Proposers DBE Information

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

January 29, 2013

NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of 9 %

OR

The Agency has not established an Underutilized goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

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, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE." DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- 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 Agreements 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 Contractor should 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 shall 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.

Economic Development Department
2263 Santa Clara Avenue, Room 120
Alameda, California 94501-4477
510.747.6890 • Fax 510.523.1081 • TDD 510.522.7538

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Proposer UDBE Commitment (Consultant Contract)" (Exhibit 10-01) form shall 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. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-02) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. 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 contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE 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 UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE subcontractors, 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 subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

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. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - 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
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>
6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE 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 Agreement 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 Agreement 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 UDBE 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.
- 7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
 - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 - F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**ATTACHMENT I: STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION
(EXHIBIT 10-J)**

Local Assistance Procedures Manual

**EXHIBIT 10-J
Standard Agreement For Subcontractor/DBE Participation**

EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

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

4. Prompt Payment of Funds Withheld to Subcontractors

(Local agency to use either A,B, or C below; delete the other two.)

- A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- C. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

ATTACHMENT K: LOCAL AGENCY PROPOSER DBE INFORMATION (EXHIBIT 10-02)

EXHIBIT 10-02: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section			
1. Local Agency Name: _____			
2. Project Location: _____			
3. Project Description: _____			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: _____			
6. Contract DBE Goal %: _____			
7. Total Dollar Amount for <u>all</u> Subcontractors: \$ _____			
8. Total Number of <u>all</u> Subcontractors: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed	12. DBE Dollar Amount
20. Local Agency Contract Number: _____		\$ _____	_____
21. Federal-aid Project Number: _____			
22. Contract Execution Date: _____		14. Total % Claimed	_____ %
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print) _____		15. Preparer's Signature _____	
24. Local Agency Representative Signature _____	25. Date _____	16. Preparer's Name (Print) _____	
26. Local Agency Representative Title _____		17. Preparer's Title _____	
27. (Area Code) Tel. No. _____		18. Date _____	
19. (Area Code) Tel. No. _____		19. (Area Code) Tel. No. _____	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print) _____	29. DLAE Signature _____	30. Date _____	

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

INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION

Consultant Section

The Consultant shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subcontractors** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subcontractors** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subcontractors on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

Local Agency Section:

The Local Agency representative shall:

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

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONTRACTORS**

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
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				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT							
\$				TOTAL	\$	\$	
DBE							

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

- Copy Distribution-Caltrans contracts:
- Original - District Construction
- Copy- Business Enterprise Program
- Copy- Contractor
- Copy Resident Engineer
- Copy Distribution-Local Agency contracts:
- Original - District Local Assistance Engineer (submitted with the Report of Expenditure)
- Copy- District Local Assistance Engineer
- Copy- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

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-P NONLOBBYING 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 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.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><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 _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>14. 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:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. 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.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
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 and/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. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
(b) 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).
11. 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.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, 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. 06-04-90«ENDIF»

ATTACHMENT E 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.

EXHIBIT 10-F 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.

(Date)

(Signature)

EXHIBIT 10-G CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the _____ (title) _____ of the
_____ (local agency) _____, and that the consulting firm of
_____ (firm name) _____, or its representative has not been required (except
as herein expressly stated), directly or indirectly, as an express or implied condition in connection
with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or
consideration of any kind.

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.

(Date)

(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)