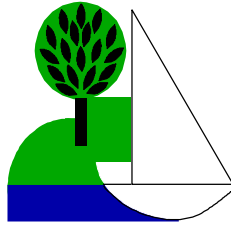


CITY OF FOSTER CITY



**REQUEST FOR PROPOSAL
FOR CONSTRUCTION INSPECTION, MATERIALS TESTING, AND CONSTRUCTION
SUPPORT SERVICES**

**PAVEMENT REHABILITATION PROJECT
CITY PROJECT NO. 301-679
FEDERAL PROJECT NO. STPL 5409(017)**

PROPOSAL SUBMITTAL DEADLINE: Wednesday, March 11, 2020 at 2:00 PM

RETURN PROPOSAL TO:

City of Foster City
Public Works Department
Attn: Francine Magno / 301-679
610 Foster City Blvd.
Foster City, CA 94404

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**REQUEST FOR PROPOSAL
FOR CONSTRUCTION INSPECTION, MATERIALS TESTING, AND CONSTRUCTION
SUPPORT SERVICES**

PAVEMENT REHABILITATION PROJECT (301-679)

SECTION I. INTRODUCTION

The City of Foster City (City) is seeking a qualified consulting/construction management firm to provide inspection, materials testing, and construction support for the construction of the Pavement Rehabilitation Project in Foster City. The project is federally funded via an STP grant, which is administered through Caltrans. Local match funds are provided by the City of Foster City.

The project is expected to begin construction in April 2020. Construction is anticipated to last three (3) months. The estimated construction cost, without contingency, is approximately 1.3 million dollars. The working days estimated in the contract documents is 65 working days to substantial completion.

The construction project is federally-funded; accordingly, the successful proposer will be required to work with City to meet Caltrans Local Assistance policies and procedures, including as directed in the provisions of Chapter 10 of the Caltrans Local Assistance Procedures Manual (LAPM).

Consultant shall examine all information in this Request for Proposal (RFP), including the attachments.

A non-mandatory, pre-proposal meeting will be held on February 25, 2020. All questions regarding the proposal shall be submitted on or before March 3, 2020. City will consider proposals received by City at or before the proposal submittal deadline of Wednesday, March 11, 2020 at 2 pm.

SECTION II. GENERAL INFORMATION

Consultant shall provide a proposal for construction inspection, materials testing, and support services for the construction phase of CIP 301-679.

The project limit is along Edgewater Boulevard from East Hillsdale Boulevard to Beach Park Boulevard. The project scope consists of localized base repairs, full-width grinding, asphalt overlays, concrete curb ramp retrofit, repair of concrete curb and gutter, sidewalk repair, striping and signage, and utility adjustments.

The DBE Contract goal for the services described in this Request for Proposals is: 0.0% since there are no federal funds being used for Construction Management in the project. However, consultants are strongly encouraged to maximize the use of DBE sub-consultants in the pursuit of the work. If any DBE consultants/sub-consultants are proposed, the PROPOSER must submit forms 10- O1 and 10-O2 as

attached. Exhibit 10-I (attached) provides additional information.

PREVAILING WAGE REQUIREMENTS

Consultant shall comply with the State of California's Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state and local laws and ordinances applicable to work.

Section 1720 of the State Labor Code which states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work."

Wage guidelines, entitled, Construction Guidelines for Prevailing Wage and Labor Compliance on Architectural and Engineering (A&E) Contracts is used to administer through the California Department of Transportation (Caltrans) Consultant contracts and is available at:

http://www.dot.ca.gov/hq/construc/A&E_Guidelines/A&EGuidelines.pdf

Wage information is available through the Caltrans Division of Local Assistance web site at: http://www.dir.ca.gov/dlsr/statistics_research.html

Consultants shall bear all costs and assume all liability associated with developing and/or submitting proposals. The City shall bear no costs and/or assume no liability for developing and/or submitting proposals.

SECTION III: NON-MANDATORY, PRE-PROPOSAL MEETING

Interested consultants are encouraged to attend the non-mandatory, pre-proposal meeting. The pre-proposal meeting will be held at City Hall on Tuesday, February 25, 2020 at 10:00 AM. City Hall is located at 610 Foster City Boulevard, Foster City, CA 94404. If consultants have any questions about the pre-proposal meeting, please contact Ms. Francine Magno at fmagno@fostercity.org.

Consultants shall bear all costs associated with attending the pre-proposal meeting. City shall bear no costs and/or assume no liability for consultants attending the pre-proposal meeting.

SECTION IV. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform construction inspection, materials testing, and construction support services for the project, as described in the Attachment A, Draft Scope of Services, Consultant shall submit a proposal that includes the information described in this section.

If Consultants have questions regarding the proposal, submit questions to Francine Magno at fmagno@fostercity.org on or before March 3, 2020 at 2:00 pm.

The proposal is comprised of two (2) parts. Part 1 is comprised of five (5) copies of a

bound and tabbed document containing sections A, B, C, D, E, F, and G described below. Part 2 is two (2) copies of section H submitted in a sealed envelope.

The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information or analytical work that would otherwise be performed during the course of work in the proposal. The body of the proposal, excluding appendices should not exceed 10 pages. The cover letter should not exceed one page. As an appendix, provide resumes for the proposed team members.

A. Cover Letter

Consultant shall provide a cover letter. Consultant's cover letter shall be signed by an employee authorized to contractually bind the Consultant and include the following:

- 1) A statement that all the information in the Request for Proposal was examined.
- 2) A statement that the proposal is binding for a 90-calendar day period.
- 3) The name, title, address, email, and telephone number of the individual to whom correspondence and other communications should be directed during the consultant selection process.
- 4) The name, title, address, email, and telephone number of the individual who will negotiate the consulting agreement with City, if selected, and is authorized to contractually bind the firm.

B. Executive Summary

Consultant shall provide an executive summary. The executive summary shall describe Consultant's understanding of the professional construction services required for the work, as well as, Consultant's qualifications and experience, contained in the proposal, which best highlights the Consultant's ability to successfully deliver the work.

C. Project Approach

A summary presentation of the proposed approach for performing the services, describing how the firm would be organized and an approach structured to ensure:

- 1) Quality performance.
- 2) Responsiveness to City Staff and project requirements.
- 3) Cost control and ability to complete the project within scope, schedule, and budget.

The project approach should include a discussion of the firm's cost and schedule monitoring methodologies, methodologies used to monitor degree of completion, techniques to facilitate communications, procedures used for construction sequencing, and claims management procedures.

D. Labor Projections

Consultant shall provide an estimate of the number of hours by staff type to complete the work described in Attachment A, Draft Scope of Service.

Consultant shall use April 7, 2019 as the milestone date for the Authorization to Proceed. Construction is estimated to begin on April 13, 2020 and end on July 10, 2020.

Provide descriptions of assumptions made in developing the labor hours. For example, if an assumed plan sheet count as the basis for the number of hours, include the assumed number of plan sheets.

E. Consultant Information

Consultant shall provide the following information for it and each of its sub-consultants, if any:

- 1) Legal name of firm.
- 2) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- 3) Firm's Officers.
- 4) Date firm was established.
- 5) Address of firm's headquarters.
- 6) Current number of people employed by the firm.
- 7) Name of consultant's parent company, if any.
- 8) Name of consultant's subsidiaries, wholly-owned or fractionally-owned, if any.
- 9) List of companies associated with the consultant whose work on the design or construction of the projects may potentially give rise to a conflict of interest, if any.
- 10) List of contracts terminated for convenience or default within the past three years, if any. Include contract value, description of work, client's name and telephone number.

F. Consultant Experience and References

Consultant shall provide details of its experience working on not less than three (3) similar projects over the last five (5) years for it and each of its sub-consultants, if any.

Provide the following details:

- 1) Project name.
- 2) Project Owner and contact information
- 3) Project description including total project cost and location.
- 4) Description of the consultant's role (Prime Consultant or sub-consultant to

- [Prime Consultant's Name].
- 5) Description of Construction Support Services provided.
 - 6) Cost Control for Construction Support Services: Described the original and final contract amount and reasons for differences, if any.
 - 7) Schedule Control for Construction Support Services Contract: Original start date, actual start date, original end date, actual end date, description of reasons for differences. For dates, provide month and year for dates.
 - 8) Project Manager and Key Personnel involved.
 - 9) Sub-consultants on the proposed team that worked on the project, if any.
 - 10) Contact information for the Project Owner.
 - 11) Identify federally-funded project

If Consultant has a standard resume for projects, Consultant may provide the standard resumes with supplemental project information on a separate sheet. Providing supplemental project information on a separate sheet will have no effect on the evaluation process.

CITY will contact Project Owners to discuss the Consultant's current and/or past performance. For Project Owner's contact information, provide Project Owner's name and address, the name of a contact with knowledge of Consultant's performance, as well as contact's phone number and email.

G. Project Team and References

The construction consulting team is key to delivering a successful project.

Consultant shall provide the following information regarding the consulting team and its team members.

- 1) Provide the qualifications and experience of the Project Manager, his/her current commitments to other projects to confirm Consultant's ability to commit resources to the work, and not less than three (3) references for the Project Manager.
- 2) Provide a project resume for each person proposed. Each project description should include the project name, project owner, specific role of the proposed person, and a project description. Identify federally-funded projects.

CITY will contact Project Owners who have worked with the Project Manager and Key Personnel to discuss their current and/or past performance. For each reference, list the proposed team member, project name, project owner, project owner's address, the name of contact with knowledge of performance, contact's phone number, and contact's email address. Provide references from different owners, if possible.

H. Consultant Fee Schedule and Reimbursable Expenses (Part 2 – Place Two (2) Copies in a Sealed Envelope)

Provide four (4) copies in a sealed envelope, including level of effort with

reimbursable expenses and hourly rate schedule. The level of effort and reimbursable expenses shall be broken down with a summary table for the entire proposal. The City and the selected Consultant will endeavor to negotiate consulting agreement which contains a not-to-exceed amount for professional services, reimbursable expenses, additional services, supplies, materials, and equipment. Include the Optional Task as described in Section II - General Information of this RFP

To that end, Consultant shall provide for it and its sub-consultants, if any, a Consultant Fee Schedule and list of other costs for other reimbursable items, such as supplies, materials, equipment, other services, and/or other expenses.

SECTION V. PROPOSAL SUBMITTAL REQUIREMENTS

Consultant shall submit its proposal in accordance with the following requirements:

- A. Only proposals received by the City at or before the proposal submittal deadline of Wednesday, March 11, 2020 at 2 pm will be considered.
- B. Consultant shall submit proposals to the following address:

City of Foster City
Public Works Department
Attn: Francine Magno / 301-679
610 Foster City Blvd.
Foster City, CA 94404
- C. For mailed proposals, City encourages each Consultant to confirm that its proposal was received by City at or before the proposal submittal deadline. Contact Francine Magno at fmagno@fostercity.org to confirm City's receipt of the proposal.
- D. For hand-delivered proposals, Consultant shall deliver the proposal to the information desk in the building lobby. Consultant shall ensure that its proposal is time and date stamped by the attendant prior to leaving the building.

SECTION VI. CONSULTANT SELECTION PROCESS

City will review proposals and perform reference checks to evaluate consultants.

City may or may not conduct consultant interviews to evaluate consultants. If City chooses to hold interviews as part of the selection process, City will notify Consultants approximately three (3) weeks after the proposal submittal deadline.

Principle criteria used to evaluate Consultants will include the following:

- A. Consultant's understanding of work as evidenced by the proposal.
- B. Familiarity with Federal Procedures

- C. Construction Experience
- D. Consultant's approach to the work as described in Section "C. Project Approach" in the proposal.
- E. Consultant's and sub-consultant's, if any, experience successfully providing professional construction support services on similar projects in the last five (5) years.

City may waive irregularities in any proposal, accept or reject all or any part of any proposal, or waive any requirements of the request for proposals, as may be deemed to be in the best interest of City.

After final evaluation, City will identify the highest ranked consultant which appears to best meet the qualification criteria. City will attempt to negotiate a contract with the selected consultant. If the highest ranked consultant and City cannot reach agreement, City will terminate negotiations and, at its option, negotiate with the next ranked consultant.

Consultants shall bear all costs and assume all liability associated with negotiating a consultant agreement. City shall bear no costs and/or assume no liability for developing and/or submitting proposals.

SECTION VII. SCOPE OF SERVICES AND MANAGEMENT AND PROJECT CONTROLS

A. Scope of Services:

A general draft scope of services is given in Attachment A. A detailed Scope of Services will be developed during negotiations. The scope of services presented herein is intended to cover the professional construction support services necessary to construct the projects identified herein and shall be used as the basis of negotiations. In addition, Consultant shall agree to perform the management and project controls specified in the Draft Scope of Services.

CITY reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. CITY reserves the right to issue notice(s) to proceed for some or all the work up to 90 days after the Board approves the agreement.

Consultant shall agree to perform construction support services for the project. Guidelines for proposing a preliminary schedule and management and project control are given in Attachment B.

SECTION VIII. STANDARD PROFESSIONAL SERVICES AGREEMENT

The City's Standard Professional Services Agreement is attached as Attachment B.

SECTION IX. INSURANCE REQUIREMENTS

The insurance requirements are described in Section 12 Insurance of City's Standard Professional Services Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. The selected consultant shall agree to provide City with a copy of said policies, certificates, and/or endorsements.

**ATTACHMENT A
DRAFT SCOPE OF SERVICES**

PAVEMENT REHABILITATION PROJECT (CIP 301-679)

I. GENERAL SCOPE OF SERVICES

The scope of services describes the professional construction support services necessary to successfully complete the project in compliance with the federal requirements. Our approach is to divide the scope of services into four (4) tasks, which may change as a result of negotiations.

- 1) Prepare Work Plan
- 2) Full-Time Project Inspection;
- 3) Construction Support;
- 4) Materials Testing

Consultant is encouraged to include in the proposal any additional tasks beyond the Draft Scope of Services that the Consultant may find beneficial in order to deliver a successful project.

CITY will issue a Notice to Proceed, in writing, to authorize work.

TASK 1 – WORK PLAN

Prepare a work plan outlining to the City, the documentation, correspondence, reporting timelines and project delivery requirements, necessary to successfully fulfill the requirements associated with use of Federal Funds.

TASK 2 – FULL-TIME PROJECT INSPECTION

Project inspection shall be full-time by qualified personnel throughout the duration of the project. Inspector shall have relevant asphalt pavement and concrete construction inspection experience. Inspector will include construction observation and acceptance of testing as specified in contract specifications. Digital still photos and video records shall be taken of work progress to document the Contractor's work. The inspector shall conduct periodic worker interviews to ensure compliance with the Division of Labor Standards Enforcement. All construction activities shall be coded using the CPM schedule activity numbers and bid item number.

The project inspector will be the City's primary point of contact with the contractor and shall maintain inspection records for all work performed as part of the project in accordance with Caltrans requirements including the preparation of daily reports; and timely submission of same. Project inspector shall observe, monitor, inspect, and document all aspects of the contractor's daily activities including manpower, equipment, and materials. The project inspector shall ensure the prosecution of the work is in accordance with the approved contract documents.

Project inspector shall ensure the Contractor's temporary installations including, but not limited to traffic controls, material storage, and work areas are provided and maintained in accordance with approved plans, City standards, industry practices and OSHA guidelines, and that the ROW is safely accessible by both vehicles and pedestrians as intended.

TASK 3 – CONSTRUCTION SUPPORT

Provide support to ensure Caltrans Local Assistance policies and procedures are met for the duration of construction and during post-construction. Review project documentation. Assist with Caltrans closeout package and post construction review.

Attend pre-construction meeting and other construction related meetings/site visits.

Review contractor's progress schedules, schedule updates, and time impact analyses.

Provide independent cost estimates for change orders.

Project inspector shall maintain a markup of all changes to the project drawings to be used as an as-built reference.

Prepare punch lists and follow-up with Contractor on punch list items.

TASK 4 – MATERIALS TESTING

Provide testing services, either directly or through appropriately qualified sub-consultants. All testing procedures, frequencies, and documentation shall be in accordance with Caltrans LAPM requirements for federally-funded construction projects. Testing will include, but not be limited to:

1. Soil compaction testing
2. Asphalt concrete testing
3. Concrete slump and strength testing
4. Other material testing as required by project specifications

ATTACHMENT B

**PROFESSIONAL SERVICES AGREEMENT
FOR
PAVEMENT REHABILITATION PROJECT
(CIP 301-679)**

This Agreement is made and entered into as of the _____ day of _____, 2020 by and between the City of Foster City hereinafter called "CITY" and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to provide professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for

cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum _____ (\$ _____) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In

performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time

allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney and/or CITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
¹ Professional Liability	\$1,000,000 per claim and aggregate

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the CITY as an Additional Insured.

Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the

¹ Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____ [Project Manager] Approved _____ [Risk Manager]

subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the CITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after CITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (c) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from CITY's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY, to the extent required by this Agreement, before the CITY's insurance or self-insurance may be called upon to protect CITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to CITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or CITY.

CITY reserves the right to obtain a full certified copy of any insurance policy and

endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City
610 Foster City Boulevard
Foster City, CA 94404-2299

Attention: Francine Magno

CONSULTANT: _____

(Fill in CONSULTANT Name, Address, Phone Number, Project Manager and Email Address for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Foster City or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
22. Entire Agreement. This Agreement, including Exhibits A, B C, and D, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: _____

Catherine Mahanpour, Mayor

ATTEST:

Dated: _____

Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: _____

Jean Savaree, City Attorney

CONSULTANT

Dated: _____

Type Name & Title of CONSULTANT Authorized to Sign

EXHIBIT A

SCOPE OF WORK AND SCHEDULE FOR PAVEMENT REHABILITATION PROJECT (CIP 301-679)

SCOPE OF WORK

- 1) Prepare Work Plan;
- 2) Full-Time Project Inspection;
- 3) Construction Support;
- 4) Materials Testing

SCHEDULE

It is expected that coordination between the City and Consultant shall begin following selection on March 11, 2020. The contract shall be officially awarded on April 6, 2020. Construction activities are anticipated to begin mid April 2020 and end July 2020.

EXHIBIT B

CONSULTANT'S FEE SCHEDULE

EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. EXHIBIT D INSURANCE COVERAGE FORM

This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: City of Foster City and Estero Municipal Improvement District
 610 Foster City Boulevard, Foster City, CA 94404
 Attention: _____

Contract Administrator

Endorsement and Certificates of Insurance Required		
	Insurer	Policy No.
The Additional Insureds, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)		
	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____(print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards [meeting](#) the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in [best qualified consultant’s executed consultant contract](#). Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>.
 - 1. Click on the link titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.Searches can be performed by one or more criteria. Follow instructions on the screen.

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

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

LOCAL AGENCY SECTION

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

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

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

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

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

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

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