

**REQUEST FOR PROPOSALS  
FOR  
MAIN STREET NEIGHBORHOOD SPECIFIC PLAN  
FOR ALAMEDA POINT**

**September 11, 2014**

**Due Date: October 13, 2014**

**I. Introduction**

The Metropolitan Transportation Commission has awarded the City of Alameda a Priority Development Area Grant (MTC Grant) to prepare a specific plan for a 100-acre area identified as the Main Street Neighborhood Sub-District (Specific Plan) in the Alameda Point Zoning District. Alameda Point is the 878-acre portion of the former Naval Air Station Alameda (NAS Alameda) at the western edge of the City. Attachment A, "Specific Plan Boundaries," depicts the boundaries of the Main Street Neighborhood Sub-District within the larger zoning map for Alameda Point.

The City's General Plan and the Alameda Point Zoning Ordinance Amendment envision a mixed-use main street neighborhood with a variety of building types, small-scale neighborhood serving retail, urban agriculture and public parks, reconfigured supportive housing accommodations, and a mix of residential densities ("Main Street Neighborhood"). The Specific Plan for the Main Street Neighborhood is required by the Alameda Point Zoning Ordinance Amendment.

The purpose of the Specific Plan is to adopt form-based, transit-supportive development standards and regulations for the arrangement of public and private streets, public parks, infrastructure, and associated private development consistent with City's goals and expectations. The development standards will support alternative modes of transportation and a walkable neighborhood that deemphasizes the automobile and seamlessly integrates the property into the existing City via the extension of the existing street grid. The Main Street Neighborhood will build upon its existing assets, including the "Big White" homes and the "beehive" street system that are character-defining features of the NAS Alameda Historic District that overlaps with the Main Street Neighborhood. A crucial component of the Specific Plan will be the on-site reconstruction and reconfiguration of the existing supportive housing units in the Main Street Neighborhood that provide housing and services to people at risk of homelessness.

The Specific Plan will guide growth in the Main Street Neighborhood with clear rules and development standards to encourage a future mixed-use and mixed-income neighborhood and to streamline the approval process. Subsequent approvals will be minimal and limited to design review and subdivision requirements. A separately funded project-level Environmental Impact Report (EIR) for Alameda Point was recently

certified and included the development proposed for the Main Street Neighborhood. The Specific Plan shall contain all of the components of a Specific Plan under State law.

The City is soliciting proposals from an interdisciplinary team of consultants (Consultant Team), to assist City staff and engage the community in preparing and adopting the Specific Plan consistent with the MTC Grant. The Consultant Team, in concert with City staff, will prepare the Specific Plan for public review and City Council adoption.

## **II. General Information**

Alameda Point encompasses the majority of the former NAS Alameda generally located west 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. To date, 510 acres of the 878 acres of Alameda Point have been conveyed to the City. The community's vision for Alameda Point is a transit-oriented, sustainable mixed-use waterfront community, which includes 1,425 housing units, 5.5 million square feet of commercial development, and over 300 acres of parks and open space, including over 10 miles of waterfront trails.

**Previous Planning.** The MTC Grant funds will be used to supplement previously City funded planning efforts to create and adopt the Specific Plan. The Specific Plan will build on the prior studies and adopted plans and regulations, including the Alameda Point Zoning Ordinance Amendment, the Alameda Point Master Infrastructure Plan (MIP) and the Alameda Point project-level Environmental Impact Report (EIR). The EIR evaluated the potential impacts of the district associated with the Main Street Neighborhood and provided the CEQA clearance for the Specific Plan's expected adoption in December 2015. The Specific Plan will also incorporate the 2012 Alameda Point Collaborative Redesign Plan prepared by the local supportive housing providers as a long term vision to relocate and replace the existing and deteriorating housing units.

Earlier this year, the City completed major entitlements for the property and related planning documents. These include:

- Alameda Point Project-wide EIR
- Alameda Point Zoning Ordinance Amendment, which will provide the land use and development framework for the Specific Plan
- Alameda Point MIP
- Alameda Point Waterfront Town Center Plan (Town Center Plan)
- Alameda Point Transportation Demand Management Plan (TDM Plan)

A list of the planning and technical documents recommended for review and consideration for the implementation of the scope of work are contained in Attachment B, "Proposed Scope of Work." The documents referenced in Attachment B and other information can be found at the City's Alameda Point Webpage:

<http://alamedaca.gov/alameda-point/main-street-neighborhood-rfp>. Attachment C,

“Description of Key Previous Planning Documents” also provides a more detailed description of some of the key planning documents and previous planning efforts.

### **III. Existing Conditions**

**Alameda Point.** 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, specialty beverage manufacturers (such as Rock Wall Winery, St. George Spirits, and Faction Brewery), a regional sports facility (the Bladium Sports & Fitness Club), warehouses, and environmental technology incubators (including Google-X). Approximately 178,000 square feet of the existing piers are being leased to marine-related industrial uses [the primary lessee is the Maritime Administration (MARAD)]. The USS Hornet, moored on one of Alameda Point’s piers, is being used as the USS Hornet Museum. A significant number of vacant buildings also exist, including buildings formerly used as barracks.

**Main Street Neighborhood.** The northeastern portion of Alameda Point includes 268 occupied units of former US Navy housing used for market rate and supportive housing. Approximately 68 of these units, known as the “Big White” homes, are currently leased at market rates.

The three supportive housing providers at Alameda Point—Alameda Point Collaborative, Building Futures for Women and Children, and Operation Dignity—currently operate approximately 35,000 square feet of social service facilities and 200 units of housing in deteriorating former Navy structures inefficiently distributed over 34 acres. The supportive housing providers are committed to working with the City to relocate and rebuild new and better designed supportive housing facilities within the Main Street Neighborhood on a consolidated 10- to 12-acre footprint.

The supportive housing providers have recently released a Request for Qualifications for a development partner to develop the replacement of affordable supportive housing and social service facilities.

**NAS Alameda Historic District.** Portions of the Main Street Neighborhood Area—such as the “Big White” homes with their “beehive” street system—fall within the NAS Alameda Historic District, which is on the National Register of Historic Places, and includes contributing structures and historic designed landscape. The Specific 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 Specific Plan.

### **IV. Role of the Consultant**

The Consultant Team will work closely with the City, Planning Board Sub-Committee for Alameda Point, and community and technical stakeholders. The Consultant Team must include expertise on land use planning; urban design; real estate economics; sustainable development; historic preservation and adaptive reuse; the McKinney-Vento Act and community planning for supportive housing in base reuse sites; and community outreach and consensus-building.

## V. Submittal Requirements

The City is requesting **4 hard 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 January 2015 through December 2015. 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 leverage all of the past work that has been conducted to achieve completion of the project as efficiently and effectively as possible. Please also review the Proposed Scope of Work, contained in Attachment B, and discuss any ideas for modifying, clarifying, or improving it (5-page maximum).
3. Project Manager/Key Staff/Team Experience: 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.

Please include information describing the experience of the Project Manager, key staff, and/or major sub-consultants with large, complex planning projects. Please highlight and provide specific examples of experience with supportive housing and large-scale, complex redevelopment projects. Also highlight and provide specific examples of 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 email address of contacts. References for each example cited for the Project Manager, key staff, and major sub-consultants are required (15-page maximum).

4. Scope, Budget, and Schedule. Based on the Proposed Scope of Work, please provide a detailed scope, budget, and schedule consistent with the \$256,500 budget

and the 12-month schedule. Applicants are encouraged to critically evaluate the proposed Scope of Work (Attachment B) and recommend revisions to achieve a better Specific Plan or a more efficient use of resources.

5. Comments/Questions on the City Standard Consultant Agreement: The City standard consultant agreement is attached for your consideration (see Attachment D, "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.
6. 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 is 9.5 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 E to N). For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](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@alamedaca.gov.

## VI. Submittal Instructions

Responses should be submitted by mail or in person by **4:00 PM on Monday, October 13, 2014** to:

Lev Kushner  
Project Manager - 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: Main Street Neighborhood Specific Plan."

**A non-mandatory, pre-bid conference** will be held on September 22, from 1:00 to 2:00 p.m. in Conference Room 360 at Alameda City Hall, 2263 Santa Clara Avenue, 3<sup>rd</sup> Floor, Alameda, CA.

Interviews of selected consultant teams are tentatively scheduled for the week of October 27<sup>th</sup>.

## **Selection Process**

Based upon the submitted proposals, 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 January 2015.

The final selection will be based upon the following criteria:

- A. The Consultant Team's, the Project Manager's, and key staff persons' past experience and results with similar projects and demonstrated expertise outlined in Section IV, Role of the Consultant, of this Request for Proposals.
- B. 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.
- C. The Consultant Team's ability to deliver a high quality Specific Plan within the budget amount of \$256,500 and 12-month schedule.
- D. The Consultant Team's ability to meet the City's standard contract requirements.

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**

Lev Kushner, Project Manager - Alameda Point, lkushner@alamedaca.gov, is available to answer questions and respond to requests for additional information.

## **Attachments (\* DBE forms to be submitted with Proposal)**

Attachment A: Specific Plan Boundaries

Attachment B: Proposed Scope of Work

Attachment C: Description of Key Previous Planning Documents

Attachment D: City Standard Consultant Agreement

Attachment E: Notice to Proposers DBE Information (Exhibit 10-I)

Attachment F: Standard Agreement for Subcontractor/DBE Participation (Exhibit 10-J)

\*Attachment G: Local Agency Proposer DBE Commitment (Exhibit 10-01)

\*Attachment H: Local Agency Proposer DBE Information (Exhibit 10-02)

Attachment I: Final Report Utilization of DBE, First Tier Subcontractors (Exhibit 17-F)

\*Attachment J: DBE Information Good Faith Effort (Exhibit 15-H)

\*Attachment K: Non-Lobbying Certification for Federal Aid Contracts (Exhibit 10-P)

\*Attachment L: Disclosure of Lobbying Activities (Exhibit 10-Q)

\*Attachment M: Debarment & Suspension Certification (Exhibit 12-E)  
Attachment N: Certifications of Consultant and Agency (Exhibit 10-F and 10-G)

**Attachment A**



**LEGEND**

- Enterprise 1 (AP-E1)
- Enterprise 2 (AP-E2)
- Enterprise 3 (AP-E3)
- Enterprise 4 (AP-E4)
- Adaptive Reuse (AP-AR)
- Waterfront Town Center (AP-TC)
- Main Street Neighborhood (AP-MS)
- Open Space (AP-OS)
- Nature Reserve (AP-NR)
- Street Plan  
*(illustrative and subject to change)*
- Boundary Line

ALAMEDA POINT DISTRICT  
**PROPOSED ZONING MAP**  
 February 5, 2014



## ATTACHMENT B: PROPOSED SCOPE OF WORK

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

The Consultant Team will review and consider the following primary set of Alameda Point planning documents:

- Alameda Point Zoning Ordinance Amendment (2014)
- Alameda Point Zoning Ordinance Map (2014)
- Alameda Point Town Center and Waterfront Specific Plan (2014)
- Alameda Point Master Infrastructure Plan (MIP) (2014)
- Chapter 9 of the General Plan
- Citywide Design Manual
- Alameda Point Collaborative Redesign Plan (2012) prepared by Bruce Fukuji
- Alameda Point Collaborative Request for Qualifications to Develop the Replacement Affordable Supportive Housing and Social Services Facilities at Alameda Point (2014)

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

- Alameda Point Conceptual Planning Guide (2013)
- Alameda Point Transportation Demand Management Plan (TDM) (2014)
- Alameda Point Certified Environmental Impact Report (EIR) (2014)
- NAS Alameda Historical District National Register Nomination
- Guide to Preserving the Character of the Naval Air Station Alameda Historic District, Parts 1 and 2
- Page & Turnbull Historic Assessment & Historic Preservation (2006)
- Community Reuse Plan - 1996
- Installation Restoration Sites at Alameda Point

Upon consideration of these documents, the Consultant Team, City staff, and representatives of the local supportive housing providers will hold a kick-off meeting to discuss the documents, site constraints, planning efforts and how they inform subsequent tasks in the scope of work.

**Deliverables:** List of questions from document review and additional data requests. Consultant Team will bring to the kick-off meeting: 1) base map; 2) constraints map; 3) master infrastructure map, including proposed street network; and 4) other relevant maps and documents that the Consultant Team deems necessary.

**Community Engagement:** The Consultant Team will schedule and meet with the Alameda Point Collaborative and other stakeholder groups.

**Schedule:** Month 1

## **Task 2: Prepare Existing Conditions and Alternative Analysis**

Following the work completed in Task 1, the Consultant Team will prepare a set of documents that will provide the foundation for the Specific Plan. These documents include:

- A. Existing Conditions (PDA Profile)
- B. Market Demand Assessment Technical Memorandum
- C. Alternatives Analysis

### **2A. Existing Conditions (PDA Profile)**

The Consultant Team will prepare a written description of the existing conditions, opportunities and constraints in the Main Street Neighborhood Sub-District and surrounding districts and neighborhoods. The document, which will be a draft section of the Specific Plan, will describe the demographic, socioeconomic, and physical characteristics of the planning area, including transportation, biological, State Lands, hydrological, geotechnical, environmental and infrastructure considerations. The Existing Conditions section will also describe the urban design and operational issues, including limitations for the existing supportive housing units. The Consultant Team may use as a starting point and model the Existing Conditions chapter of the recently completed Alameda Point Town Center and Waterfront Specific Plan (2014).

The Existing Conditions section will incorporate information from, but not limited to, the following, previously adopted planning documents: the Naval Air Station Alameda Community Reuse Plan, Alameda Point General Plan Amendments, Alameda Point Zoning Ordinance Amendment, the Master Infrastructure Plan, and the Alameda Point Town Center and Waterfront Specific Plan.

### **2B. Market Demand Assessment Memorandum**

The Specific Plan will include a brief market assessment of a variety of housing densities and types possible within the project area and an evaluation of the market potential of reducing parking requirements for single family homes below two spaces per unit.

The recently approved rezoning and the proposed TDM Plan already include aggressive parking policies and standards. As a result, the Specific Plan will only include a case study analysis of pocket neighborhoods and other residential models to explore unique parking configurations for more traditional neighborhoods and reductions in parking requirements for single-family units.

### **2C. Alternatives Analysis**

The Specific Plan will include three to four site planning alternatives, including differing locations for the reconstruction of the supportive housing facilities (e.g. an option to locate the new supportive housing facilities closer to the Town Center Waterfront Plan

area). The Alternatives Analysis will examine other site planning factors, including the placement of a central green and the alignment of Orion Street (the main north-south backbone street which runs through the center of the Main Street Neighborhood). The City will select a preferred development scenario based on the responses from the community engagement process.

*Task 2 Deliverables:*

- A. Draft of the Existing Conditions profile. The final draft will be formatted as a chapter of the Main Street Neighborhood Specific Plan.
- B. Market Demand Assessment Technical Memorandum, containing an overview of the short-term and long-term potential for a variety of housing types and an analysis of reducing parking requirements for single family homes in the planning area; the assessment will inform the preferred vision identified in the Alternative Analysis.
- C. Alternatives Analysis, including three to four alternatives considered, process for selecting the preferred alternative, and description of the preferred alternative. The Alternative Analysis will be heavily comprised of maps and graphics with minimum text to depict the alternatives and selection criteria (ie. land use map, circulation map, and density/form map) and will be incorporated into the Main Street Neighborhood Specific Plan. The Alternatives Analysis will include the preferred development scenario based on the community engagement process.

**Community Engagement:**

- Two to three days of meetings to present and review three to four alternatives to the Planning Board sub-committee and stakeholders (including local supportive housing providers, and other local community organizations) which the City will coordinate. The meetings will include discussion with supportive housing residents and board members, using the experience of existing clients to help design accessible services and facilities.
- Presentation of the Alternatives Analysis with the preferred development scenario to the Planning Board at a public hearing.

**Schedule:** Months 1-3

**Task 3: Prepare Public Review Draft of Specific Plan**

Based on Tasks 1 and 2 and the comments received from the Planning Board for the preferred development scenario, the Consultant Team will prepare a Public Review Draft of the Specific Plan (Public Review Draft). A proposed table of contents for the Specific Plan is included as an exhibit of this scope of work. It follows the table of contents used for the recently completed Town Center and Waterfront Specific Plan and

may be modified by the Consultant Team and the City staff during the course of this contract for organizational and readability purposes.

The Specific Plan is envisioned as a form-based development plan and code for the Main Street Neighborhood that describes the location and configuration of: 1) the public realm, including the public streets and public spaces, parks, and transit facilities; and 2) the private realm, including building types, frontage types, setback requirements, height requirements, parking requirements. The Specific Plan is envisioned as a “user friendly,” easy to understand document that is organized around graphics, tables, and charts. Text is used as necessary to explain, clarify and elaborate the graphics, tables, and charts.

The Specific Plan will contain an implementation and financing strategy that evaluates the potential for funding the infrastructure, transportation, affordable housing, open space and other costs necessary to implement the Specific Plan. Special attention will be paid to the financing and phasing of the reconstruction of the supportive housing facilities. The Consultant Team will coordinate with the affordable housing developer selected by the local supportive housing providers for this part of the Specific Plan. The affordable housing developer will assist with information on development costs, tax credits, and housing revenue. Infrastructure costs will be supplied by the City. The Consultant Team will determine land value and other elements for the implementation and financing strategy.

The Public Review Draft will be discussed first administratively with the City staff and the Planning Board sub-committee and then revised, as necessary, and released to the community and stakeholders for public review. Once the Public Review Draft is released, the Consultant and City staff 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:** First, an administrative draft for administrative review (five hard copies and an electronic copy) and, second a Public Review Draft (10 hard copies and an electronic copy) for the Planning Board and public distribution with slides for PowerPoint Presentation depicting key graphics. The Consultant Team will be responsible for the management of an ongoing list of staff and public comments and associated changes to the Public Review Draft.

**Community Engagement:** Up to two Planning Board meetings and an internet outreach approach for review of the Public Review Draft.

(City staff will prepare staff report and overall presentation for Planning Board meetings. City staff will make presentations to the Historical Advisory Board, the Recreation and Parks Commission, and the APC Board and employees.)

**Schedule:** Months 4 to 10

#### **Task 4. Prepare Final Specific Plan**

The Consultant Team will incorporate the comments from the public review process in Task 3 in its preparation of a Final Draft of the Specific Plan (Final Draft) for administrative review. Based on the City staff comments on the administrative review document, the Final Draft will be produced for Planning Board approval. The Final Draft will then be presented to the City Council for final adoption, and include a summary of any Planning Board and community comments and revisions as an addendum. 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 Specific Plan.

**Deliverables:** Three versions of the Final Specific Plan:

1. A Final Draft for administrative review (electronic copy only).
2. A Final Draft for public review (20 hard copies for Planning Board meeting and 20 hard copies for City Council meeting). The Consultant Team will be responsible for the management of the list of comments and associated changes from Planning Board and City Council meetings.
3. The adopted Final Specific Plan (20 hard copies) incorporating text and graphic changes from the Planning Board and City Council.

Two PowerPoint presentations:

1. Planning Board meeting, depicting key graphics.
2. City Council meeting, with any necessary revisions to key graphics.

**Community Engagement:** Planning Board meeting and City Council meeting.

(City staff will prepare staff report and overall presentation for Planning Board and City Council meetings.)

**Schedule:** Months 10 to 12

**Exhibit To Attachment B (Scope of Work)**  
**Alameda Point Main Street Neighborhood Specific Plan**  
**Table of Contents**

This table of contents is based on the one used for the Waterfront and Town Center Specific Plan. It may be applicable to use some of its basic information and similar provisions.

- I. Introduction**
- II. Executive Summary**
- III. Specific Plan Framework**
  - a. Introduction
  - b. Specific Plan Purposes
  - c. Planning Context
  - d. Project Location
  - e. Planning Foundation
  - f. Alameda Point Guiding Principles
  - g. Vision
  - h. General Plan Policies
  - i. Specific Plan Vision and Guiding Principles
- IV. Existing Conditions (See the Waterfront and Town Center Specific Plan)**
  - a. Existing Context
  - b. Existing Residential Neighborhoods at Alameda Point
  - c. NAS Alameda Historic District
  - d. Existing Infrastructure
  - e. Flood and Sea Level Rise hazards
  - f. Hazardous Materials Contamination
- V. Access and Mobility**
  - a. Transportation Planning Framework
  - b. Existing Transportation Facilities and Transit Services
  - c. Street and Block Plan
  - d. Transportation Demand Management Strategy, Preferred routes, and Priority Facilities
- VI. Parks, Landscape, and Sustainability**
  - a. Park and Landscape Plan Overview
  - b. District Sustainability Measures
  - c. Sustainable Building Design

**VII. Land Use and Development Regulations Guidelines**

- a. Land Use Principles, Permitted Uses and Parking Regulations
  - i. Planning Guide Land Uses
  - ii. Land Use Transition Concept
  - iii. Main Street Neighborhood Concept
  - iv. Parking Regulations
- b. Pedestrian Oriented Design Standards and Guidelines
  - i. Streetwall
  - ii. Setbacks
  - iii. Building Heights
- c. Building Types, Massing and Design Standards and Guidelines
  - i. Introduction
  - ii. Building Types and Building Frontage Design
  - iii. Bulk and Massing
  - iv. Pedestrian Scale
  - v. Building Design
- d. Alameda Historic District Infill Guidelines
  - i. NAS Alameda Historic District

**VIII. Infrastructure (text to be provided by City)**

- a. Flood and Sea Level Rise Protection
- b. Proposed Sea Level Rise Protection Measures
- c. Stormwater System
- d. Proposed Stormwater Management System
- e. Proposed Water Quality Treatment Measures
- f. Geotechnical
- g. Wastewater
- h. Portable water
- i. Dry utilities
- j. Electrical System
- k. Natural Gas
- l. Telecommunications and Cable Television
- m. Street Light System
- n. Public Services

**IX. Phasing Plan and Financing Strategy**

Introduction

- a. Potential phasing and financing for infrastructure, transportation, open space, and other costs.
- b. Phasing and financing for the reconstruction of the supportive housing

**X. Administration and Enforcement (See the Waterfront and Town Center Specific Plan)**

- a. Applicability
- b. Administration

- c. California Environmental Quality Act (CEQA)
- d. Regulations
- e. Severability
- f. Specific Plan compliance and enforcement

**Appendix**  
**Acknowledgments**

## **ATTACHMENT C: DESCRIPTION OF KEY PREVIOUS PLANNING EFFORTS**

**(These documents may be found on the City's Website at <http://alamedaca.gov/alameda-point/main-street-neighborhood-rfp>)**

### **2014 - Alameda Point Zoning Ordinance Amendment**

Approved by the City Council in February 2014, the amendment to the City's Zoning Ordinance creates an Alameda Point District and a number of sub-districts, which reflect the community's vision of a mixed-use transit-oriented development. The updated Zoning Ordinance requires that a specific plan be prepared for two of the most important sub-districts: Town Center Waterfront Plan (already funded by, and submitted to, MTC) and the Main Street Neighborhood Plan (the subject of this funding request).

It also includes an innovative and aggressive approach to parking regulations reflective of current best practices for urban parking management where land values are high and traffic capacity is limited. The parking regulations in the Zoning Ordinance eliminate conventional "minimum" parking requirements and, instead, impose an aggressive limit on the amount of private parking in new development at 40-60 percent of traditional requirements. The Zoning Amendment also unbundles the costs of parking for multifamily residential units by allowing individuals to only pay for the parking spaces they need and want.

### **2014 - Alameda Point Master Infrastructure Plan (MIP)**

The Master Infrastructure Plan, approved in February 2014, establishes the requirements and standards for the backbone infrastructure to support the redevelopment and reuse of Alameda Point. The backbone infrastructure is the major framework of streets, utilities, grading and shoreline stabilization. This framework establishes organization of the site and defines corridors necessary to be reserved for infrastructure improvements and ensure the successful phased implementation of the MIP. The MIP contains a pedestrian- and bicycle-friendly street network with protective bikeways and bicycle facilities to enhance recreational bicycle opportunities.

### **2014 - Alameda Point Environmental Impact Report**

The Final EIR, certified by the City Council in February 2014, provides an evaluation of the potential environmental impacts that may be expected as the result of the redevelopment and reuse of Alameda Point, consistent with the City's General Plan and Reuse Plan.

### **2014 - Alameda Point Waterfront Town Center Precise Plan**

An MTC-funded specific plan to implement the City's vision for the redevelopment of the 150-acre central hub of Alameda Point with a mix of high-density residential and commercial land uses and major public waterfront amenities is expected to be approved by June 2014.

### **2014 - Alameda Point Transportation Demand Management and Parking Management (TDM Plan)**

The TDM Plan for Alameda Point includes a range of strategies, measures, and services that, individually or combined into a comprehensive program, will help create the envisioned transit-oriented development at Alameda Point; achieve the City of Alameda's General Plan goals to reduce automobile trips, and in particular, target the reduction of Single Occupant Vehicle (SOV) trips; and mitigate potential traffic impacts. The TDM strategies are designed to change travel behavior (when, where, and by what means people travel) by using combinations of incentives, disincentives, convenient services, and parking management strategies. The TDM is scheduled for City Council approval in May 2014.

### **2012 - Economic Development Strategy for Alameda Point**

The Federal Office of Economic Adjustment (OEA), under the Department of Defense, awarded the City of Alameda funds to prepare an economic development strategy for Alameda Point (Strategy). The Strategy created a sensible and targeted approach to take advantage of the existing commercial tenant base and to attract new commercial and institutional groups to Alameda Point, resulting in increased jobs and economic activity, as well as lease revenues that will help finance future predevelopment and implementation efforts at Alameda Point.

### **2010 - Alameda Point "Going Forward" Community Workshops**

In the fall of 2010, City staff completed 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 (see <http://www.cityofalamedaca.gov/getdoc.cfm?id=5939>). A summary of the major findings was presented to the City Council and the community in April 2011.

### **2008 - 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.

### **2006 - 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 by ROMA Design Group and Fehr and Peers for Council consideration and endorsement in 2006.

### **2003 - Alameda Point General Plan Amendments**

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

**1996- Naval Air Station Alameda Community Reuse Plan**

A comprehensive vision and policy framework for the redevelopment and reuse of the former Naval Air Station prepared by EDAW Planning Group and approved by City Council in 1996, including certified a Environmental Impact Report (EIR).

**Attachment D**

**CONSULTANT AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201\_, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Company Name**, a individual/corporation/limited liability company, 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:

1. **TERM:**

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_, and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

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

3. **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 "\_\_\_" which is attached hereto and incorporated herein by this reference.

4. **TIME IS OF THE ESSENCE:**

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

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 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
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(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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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  
Department  
2263 Santa Clara Avenue, Room 120  
Alameda CA 94501  
Attention: Project Manager

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

Company  
Address  
City, State Zipcode  
Attention: Project Manager

18. **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.

19. **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.

20. **COMPLIANCES:**

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

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

COMPANY

CITY OF ALAMEDA  
A Municipal Corporation

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By:  
Title:

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John A. Russo  
City Manager

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By:  
Title:

RECOMMENDED FOR APPROVAL:

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City Project Manager  
Title

APPROVED AS TO FORM:

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Janet C. Kern  
City Attorney



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**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 9.5 %

OR

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

**1. TERMS AS USED IN THIS DOCUMENT**

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

**2. AUTHORITY AND RESPONSIBILITY**

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

**3. SUBMISSION OF DBE INFORMATION**

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

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

#### 4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

#### 5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment

that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

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

### Exhibit 10-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 an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- 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, sub-recipient 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 recipient 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.
- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
  - 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans' Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's 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

**Materials or supplies purchased from DBEs will 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, 100 % of the cost of the materials or supplies will count toward the DBE participation. 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 % of the cost of the materials or supplies toward DBE goals. A 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 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 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 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.

*(Add the following to contracts which require trucking)*

**For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is also 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.
- 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. The 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. The 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. The 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, 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.

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**INSTRUCTIONS - CONSULTANT PROPOSAL 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 *Notice to Proposers DBE Information* 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 DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
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 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.

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

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

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

*The Consultant shall:*

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

**Local Agency Section:**

*The Local Agency representative shall:*

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

**Caltrans Section:**

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

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



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 program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

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):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- 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.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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:

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

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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:

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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:

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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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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

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**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.

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<b>1. Type of Federal Action:</b> <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	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <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 _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Authorized for Local Reproduction Standard Form - LLL	

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

**Fiscal Year 2013/2014 California Department of Transportation  
Debarment and Suspension Certification**

*As required by U.S. DOT regulations on governmentwide Debarment and Suspension*

*(Nonprocurement), 49 CFR 29.100:*

- 1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.
- 3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration's ***Excluded Parties List System (EPLS)***, Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.

**DEPARTMENT OF TRANSPORTATION  
DEBARMENT AND SUSPENSION CERTIFICATION  
FISCAL YEAR 2013/2014  
SIGNATURE PAGE**

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For \_\_\_\_\_ (Name of Applicant)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

of Applicant's Attorney

**Attachment N**

**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 contract; 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 contract; 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 contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract 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)