



CITY OF AMADOR

INCORPORATED JUNE 2, 1915

California

REQUEST FOR QUALIFICATIONS

RFQ No. 2026-01

**Amador City - Old Highway 49 Resurfacing, Ped/Bike Crossings and
Sidewalk Improvement Project**

Project Approval & Environmental Document Related Services

ISSUED: October 9, 2026

DUE: 12:00 pm, November 12, 2026

REQUEST FOR QUALIFICATIONS

**Amador City - Old Highway 49 Resurfacing, Ped/Bike Crossings and Sidewalk
Improvement Project**

Project Approval & Environmental Document Related Services

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I. INTRODUCTION

The City of Amador City is soliciting qualified firms to submit Statements of Qualifications (SOQs) to provide Project Approval and Environmental Document (PA&ED) support services on the: **Amador City - Old Highway 49 Resurfacing, Ped/Bike Crossings and Sidewalk Improvement Project.**

This project is located on Old State Highway 49 in the City of Amador focusing on enhancing safety for pedestrians and bicyclist and rehabilitating deteriorating pavement.

Interested firms should submit all information required herein to Sandy Staples, Mayor, City of Amador, City Hall 14203, Old Hwy 49/Main St. or P.O. Box 200, Amador City, CA 95601 prior to 12:00 p.m. on November 12th . Postmarks will not be accepted.

II. BACKGROUND

Amador County, with a population just under 40,000 is located approximately two hours east of the San Francisco Bay area and one hour southeast of Sacramento on the western slope of the Sierra Nevada Mountains. The County is home to gold rush area communities such as Sutter Creek and Volcano and abounds with outdoor recreational activities from golf and boating to miles of backcountry trails and skiing (Kirkwood Meadows).

The City of Amador City (hereinafter “City”) is the smallest incorporated city in California and recently passed a ‘self-help’ transportation sales tax measure. The city prepared an Equivalent Project Study Report (ePSR) outlining the proposed Project Scope, Schedule and Cost . Funding for the PA/ED project phase has been approved by the California Transportation Commission.

III. PROJECT SUMMARY AND DESCRIPTION

The attached ePSR (Attachment 2) describes the Project Scope, Schedule and Cost. The first phase of project development will complete the PA/ED phase. The project envisions improvements to existing pedestrian crossing and the development of a new crossing. The Project includes improvements to existing, historic sidewalks within the downtown section of town along Old State Route 49 (relinquished in 2007 upon development of the Sutter Creek/Amador City SR 49 Bypass). The project also includes rehabilitation of approximately 0.51 miles from City Limit to City Limit.

It is important that consultants or individuals interested in carrying out the PA/ED phase of this project be experienced with Caltrans Local Assistance Procedures Manual and Guidelines as well as the Caltrans project reimbursement process. Consultants should have extensive experience in contract administration, managing projects that involve federal and state funds, requirements of the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA).

IV. SCOPE OF WORK/SERVICES

The scope of work is attached as Attachment 1. The selected consultant will be expected to perform all services described in the scope of work. For the task identified below, the consultant will confer with the Amador City’s Contract Administrator regarding specific work activities and consultant time required prior to carrying out any work. In addition, progress reports, days and hours worked, all work activities and accomplishments will be provided prior to any approval for payment. Specific written work task orders may or may not be necessary (as decided by the contract administrator), however, clear

communication regarding consultant's costs and work milestones to be accomplished must be maintained.

If the prospective consultant determines that the work called for in this Request for Qualifications cannot be carried out in accordance with the schedule that is set forth herein, the consultant is nonetheless encouraged to specify clearly the reasons why said schedule should be exceeded or which project tasks should be deleted in order to meet said funding limits as well as intended project purposes.

V. **CONTACT PERSON**

Frank Whitmore
City Engineer, City of Amador City
Physical Address: City Hall 14203, Old Hwy 49/Main Street
Mailing Address: P.O. Box 200
Amador City, CA 95601
(209) 267-0682
Email: f.whitmore@wgainc.net

VI. **SCHEDULE**

October 9, 2026 Issue Request for Qualifications
November 12, 2026 Closing Date for Receipt of SOQs
December 1, 2026 Finalists contacted to schedule interviews, if required
December 8, 2026..... Contract award

SOQs must be **received** no later than **12:00 pm on November 12, 2026** at the City of Amador City Hall.

SOQs must be submitted in a sealed envelope that is clearly marked **“Amador City - Old Highway 49 Resurfacing, Ped/Bike Crossings and Sidewalk Improvement Project Approval and Environmental Document (PA/ED) Related Services.”** If mail delivery is used, the consultant should mail the SOQ early enough to provide for arrival by this deadline. Consultant uses mail or courier service at his/her own risk. Amador City will not be liable or responsible for any late delivery of submittals. **Postmarks and electronic submittals will not be accepted.** Until award of the contract, the submittal shall be held in confidence and shall not be available for public review. Upon award of a contract, all submittals shall be public records. No submittal shall be returned after the date and time set for opening thereof.

By submitting, the consultant certifies that his or her name or firm's name, as well as that of consultant's subconsultants, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

VII. **GENERAL CONDITIONS**

A. **Limitations**

This Request for Qualifications (RFQ) does not commit the City to award a contract, to pay any costs incurred in the preparation of the SOQ in response to this request, or to procure or contract for services or supplies. The City expressly reserves the right to reject any and all SOQs or to waive any

irregularity or information in any SOQ or in the RFQ procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The City reserves the right to withdraw this RFQ at any time without prior notice. Further, the City reserves the right to modify the RFQ schedule described above.

B. Award

Amador City plans to ask RFQ finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. The City also reserves the right to award the contract without discussion or interviews, based upon the initial SOQs. Accordingly, each initial SOQ should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the cost rate provided will be the basis for negotiations to ensure the City receives a fair and reasonable price.

C. RFQ Addendum

To handle questions or changes most effectively and to ensure that everyone has the same information, **we request that you promptly send a contact e-mail address to f.whitmore@wgainc.net**, if you intend to submit. The City will only respond to written questions emailed to f.whitmore@wgainc.net. Written interpretations, changes or answers to questions submitted to Amador City will be furnished to all proposers that have provided contact email addresses to f.whitmore@wgainc.net. Questions must be received no later than **October 30, 2026 at 12:00 p.m.**

Any changes to the RFQ requirements will be made by written addenda by Amador City and shall be considered part of the RFQ. Upon issuance, such addenda shall be incorporated in the RFQ documents, and shall prevail over inconsistent provisions of earlier issued documentation.

D. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of Amador City shall affect or modify any terms or obligations of the RFQ, or any contract resulting from this RFQ.

E. Precontractual Expense

Any costs incurred by proposers pursuant to this Request for Qualifications in anticipation of receiving a contract award, will not be reimbursed by the City. Payments will be made pursuant to a negotiated contract between the City and the selected consultant. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFQ.

F. Signature

The submittal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of evaluation. The submittal shall be signed by an official authorized to bind the consultant(s). Execution of the contract is expected by December 18, 2026.

G. Term

The term of the contract will be from December 18, 2026 to December 30, 2027 or upon completion of the project, if sooner.

H. Termination

The City may, by written notice to Consultant, terminate the whole or any part of the Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and satisfactorily rendered to the City through the effective date of the termination. Consultant may not terminate the Agreement except for cause.

I. Insurance

The consultant shall take out and maintain at all times during the performance of any services to be done under the terms of any contract awarded, a policy or policies of public liability and property damages insurance naming thereon the City of Amador City, its officers, agents, and employees, as insured against any liability of any kind arising out of the work to be performed by, or on behalf of, the consultant. Said policy or policies shall provide coverage in the following minimum amounts: for personal injury - \$500,000 each person, \$1,000,000 each occurrence; for property damages - \$50,000 on account of any one occurrence with an aggregate limit of not less than \$200,000. Said policy or policies shall be satisfactory to the counsel of the City of Amador City.

J. Contract Arrangements

The proposer is expected to execute a contract similar to the Sample Contract (Attachment 3) which meets federal and state requirements. If the proposer wishes to modify the attached contract, changes must be discussed in their submittal.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, if used. DBE certified consultants are encouraged to submit. The City of Amador will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.
2. DBE Obligation: By submitting, the prime consultant agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, prime consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The prime consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. **The DBE goal for this contract is 0%.**
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each SOQ, to be considered responsive, must include the following:

1. A copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees); and
2. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate;
 - The description of the work each named firm will perform; and
 - The dollar amount of participation by each DBE firm.
5. Conflict of Interest: Firms submitting in response to this RFQ must disclose to the City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFQ. If this firm has no conflict of interest, a statement to that effect shall be included in the submittal.

VIII. SUBMITTAL CONTENT AND ORGANIZATION

Submittals should be limited to specific discussion of the elements outlined in this RFQ. The intent of this RFQ is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work. The submittal shall be limited to 30 (one-sided) pages including attachments. All attachments and exhibits shall be folded to 8.5"x11" and each folded sheet of paper will count as one page. The Cover page, transmittal, and dividers will not be included in the page count. Elaborate brochures, or expensive submittals are not necessary, and will not influence selection. The organization of the SOQ should follow the general outline below.

Transmittal Letter

The transmittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of evaluation. Signing attests that the information provided in the submittal is current and factual, and that all firms on the proposed team agree to work on the project. Only one transmittal letter need be prepared to accompany all copies of the submittal. The transmittal letter is limited to 2 pages.

Section A: Contract Information.

Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the Request for Qualifications.

Section B: Prime Consultant Point of Contact

Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime consultant that the agency can contact for additional information.

Section C: Understanding of Commission's Needs

A thorough explanation of the consultant's understanding of the City's needs for this contract and a thorough explanation of how the consultant can provide the required services.

Section D: Proposed Team

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime consultant if a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subconsultants and outside associates or consultants must be used, and any change must be approved by the contract administrator.

Section E: Organizational Chart of Proposed Team.

Present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section F and the firm they are associated with as listed in Section D.

Section F: Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime consultant's firms first. The following blocks must be completed for each resume:

- Name
- Role in This Contract
- Years' Experience.- Total years of relevant experience and years of relevant experience with current firm
- Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section D
- Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
- Current Professional Registration. Provide information on current relevant professional registration(s)
- Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.
- Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section G for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section G. Indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave year completed blank and indicate the status in Brief Description and Specific Role

Section G: Example Projects

Select Example projects which best illustrate proposed team's qualifications for this contract. Provide the following for each project:

- Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
- Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract.
 - Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
 - Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
 - Point of Contract Telephone Number.
- Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.
- Firms from Section D Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section D.
- Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section F.

Section H: Fee Schedule

The fee schedule shall indicate the total cost of required services with subtotals provided, at a minimum, for each major activity group as well as an hourly rate sheet. The estimated hours for key staff shall be summarized in general categories as well as separate outside costs.

Fee schedule shall be submitted in two forms as follows:

- Summary: A summary of the fee schedule for the described scopes of work conforming to LAPM Exhibit 10-H1.
- Work Breakdown Structure (WBS): A cost proposal indicating the number of anticipated hours at the hourly billing rate of the team members performing work for each task. This form of the fee schedule should clearly reflect the scope of work.

The level of detail should be sufficient to provide adequate justification of the proposed total cost and provide a stable basis for negotiating a contract. Any contract resulting from this solicitation will specify a strict maximum, not to exceed contract limit. The cost rates **shall** be submitted in a separately sealed envelope. This separately sealed envelope will not be opened until the consultants' submittals have been ranked based on their qualifications at which time the highest ranked team's cost rate sheet will be opened during contract negotiations. If a contract cannot be agreed upon, negotiations will begin with the second highest ranked team. Once a contract is awarded the remaining unopened envelopes containing the cost rate sheets will be returned.

A Certification of Costs & Financial Management Systems form shall be filled out and included in the sealed envelope with the cost rates.

Section I: Contract audit and review process requirements

All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach. Applicable Standards State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed. LPAs, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. LPAs are responsible for determining the eligibility of costs to be reimbursed to consultants. Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between LPAs and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 U.S.C., Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4529.5 and 4529.10-4529.20; and
- Proposed contract terms and conditions.

For more information regarding the Contract audit and review process requirements follow the link-
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch10.pdf>

Section J: Required Certifications and Statements

Include statements of assurance regarding the following requirements:

- Non-substitution of proposed staff members and subconsultants (if any) without prior approval by the City of Amador City.
- Ability to fulfill the insurance and indemnification requirements contained in Section VII. The actual certificates of insurance are not required as part of this submittal.
- Levine Act Disclosure Statement (Exhibit A) in Attachments.
- Consultant in Management Support Role Conflict of Interest and Confidentiality Statement (Exhibit B)
- Disclosure of Lobbying Activities (Exhibit E) in Attachments.

Submittal Requirements

The proposer must provide three (3) bound copies that are three-hole punched (three-ring binders are acceptable) and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request for Qualifications.

All SOQs shall be **received** at the City of Amador no later than **12:00 pm on November 12, 2026** at the City of Amador City Hall P.O. Box 200 Amador City, CA 95601. All SOQs shall be submitted in a sealed envelope that is clearly marked **“Amador City - Old Highway 49 Resurfacing, Ped/Bike Crossings and Sidewalk Improvement Project Approval and Environmental Document (PA/ED) Related Services.”** Late submissions will not be accepted.

All submittals, whether selected or rejected, shall become the property of the City.

All submittals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant. To be considered, the modification must be received in writing, and in the same number of copies as the original submission, prior to the date and time specified for receipt of submission.

Until award of the contract, the SOQs shall be held in confidence and shall not be available for public review. Upon award of a contract, all SOQs shall be public records. No SOQ shall be returned after the date and time set for opening thereof.

Protest Procedure

1. Any proposers may file a written protest with the City Mayor not later than **five (5)** working days after of the date of a **Notification of Unsuccessful Proposals**.
2. The protest shall be delivered or sent by registered mail to the City Mayor.
3. The protest filed with the City Mayor shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by RFQ name and RFQ date;
 - c. Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFQ or RFQ process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the SOQ opening date to allow adjustments before evaluation of SOQs and;
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

Protest Review

1. Upon receipt of a protest, the Contract Administrator shall review all the submitted materials and shall create and retain a written record of the review. The Contract Administrator shall respond in writing at least generally to each material issue raised in the protest not later than **fifteen (15)** working days after receipt of the protest.
2. If the protested procurement involves Federal or State funds, the Contract Administrator shall give notice to the interested party that he or she has the right to appeal to the appropriate Federal or State agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within **five (5)** working days of the dispatch of **Notification of Unsuccessful Proposals** to the interested party(ies).

X. PAYMENT SCHEDULE

The City intends to pay consultant on a time and reimbursable expense basis at the rates set forth in the contract. Although the work will be paid on a time and materials basis, the contract will contain a not-to-exceed amount. Not-to-exceed amounts may be required for sub tasks within the contract. All claims for progress payments must be accompanied by a progress report documenting percentage of work completed per task, hours spent by personnel or subcontractors working on the project in accordance with this RFQ and subsequent contract, and dates and hours worked. Progress payments will only be approved if the Contract Administrator has verified to the satisfaction of the City Council that the amount and value of work completed is closely comparable to the value of the progress payment being requested. Invoices should be mailed to the City of Amador City Hall at P.O. Box 200 Amador City, CA 95601 or emailed to sandy.staples@amador-city.com. For each statement received by the 22nd day of a given month, the City will endeavor to review the statement and approve payment of the invoiced amount at their next regular meeting.

XI. ATTACHMENTS

Attachments to this Request for Qualifications are available at City Hall or on the City's website <https://amador-city.com/>. The City will not mail or email copies of the Attachments. The exhibits followed by an asterisk below must be completed and submitted with SOQ.

- **Attachment 1**-Scope of Work
- **Attachment 2** -ePSR
- **Attachment 3** – Sample Contract & Contract Exhibits
 - **Exhibit A:** Levine Act
 - **Exhibit B:** Consultant in Management Support Role Conflict of Interest and Confidentiality Statement
 - **Exhibit C:** Disclosure of Lobbying Activities (Form 10-Q)*
 - **Exhibit D:** Cost Proposal (Caltrans LAPM 10-H1)

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- **Attachment 3** – Sample Contract & Contract Exhibits
 - **Exhibit A:** Levine Act
 - **Exhibit B:** Consultant in Management Support Role Conflict of Interest and Confidentiality Statement
 - **Exhibit C:** Disclosure of Lobbying Activities (Form 10-Q)*
 - **Exhibit D:** Cost Proposal (Caltrans LAPM 10-H1) & Work Breakdown Structure

Environmental Scope of Work

Consultant shall perform all required environmental research and analysis necessary for the project, pursuant to the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook and Local Programs Manual which includes the following:

2.1: Preliminary Environmental Study (PES) – Attend a field meeting with City staff to review project and prepare the Caltrans Local Assistance Form LAPM 6-A for the PES.

2.2: Technical Studies – Coordinate the preparation of all necessary and required studies to support the NEPA Categorical Exclusion (CE). Consultant will prepare and distribute copies of the technical studies for each of the review cycles and will respond to comments and update the studies as needed for approval. Technical studies include the following:

2.3: Noise Memorandum – Consultant will prepare a Noise Memorandum that assesses the project's potential effects on existing and future noise conditions, including construction impacts. Consultant will review applicable Federal (Caltrans) and City noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts including Federal Highways (FHWA) Noise Abatement Criteria (NAC) and standards included in the City's Noise Ordinance will be discussed for sensitive land uses adjacent to the project.

2.4: Initial Site Assessment (ISA) – Consultant will prepare an ISA to identify all documented hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. Consultant will conduct an agency records search to identify all hazardous waste sites located within the project study area and classified as a hazardous waste site under state law. Consultant will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), the team will determine the potential impacts to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

2.5: Cultural Resources – Consultant shall prepare documentation in accordance with Section 106. This work shall include the efforts to record archaeological and historical resources identified within the study area. A Historic Property Survey Report (HPSR) will be prepared to identify and evaluate each cultural resource in the project area and evaluate the potential for impacts this project could have on those resources.

Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) –All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Office (SHPO), and

the Caltrans Regarding Compliance with Section 106 of the NHPA, as it pertains to the administration of the Federal-aid Highway Program in California.

Research – A comprehensive cultural resource records search will be conducted at the North Central Information Center (NCIC), located at Sacramento State University. The NCIC is the state-designated repository for records concerning cultural resources in Amador City. The records search will provide information on known cultural resources and on previous cultural resources investigations within a one-mile radius of the project area. Data sources that will be consulted at the NCIC include archaeological site and artifact records, historic maps, reports from previous studies, and the state's Historic Resource Inventory for City of Amador City, which contains listings for National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest.

Native American Coordination – Consultant will contact the Native American Heritage Commission (NAHC). The NAHC will provide a list of Native American groups to contact regarding this project. With City approval, consultant will contact each tribe via certified mail. After 28 days, consultant will follow up via telephone with those groups that have not commented. Consultant will document all efforts to consult with each tribe.

Field Survey – Consultant will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials and other potential historic resources (e.g., buildings, bridges, railroads, mines, or canals). To meet State standards, any previously unrecorded resources identified during the survey will be recorded on State of California DPR 523 forms.

Reports – Consultant will prepare a Caltrans format Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR). The reports will describe: 1) the results of Native American Consultation, 2) research and field methods used in identifying cultural resources, 3) the archaeological and historic resources identified in the project vicinity, and 4) the potential of the project to adversely impact any archaeological or historic resources.

2.6: Biological Resources (Natural Environment Study [NES]) – Consultant will conduct field surveys, extensive literature research, and agency coordination to assist in determining the existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Literature under review will include federal and State lists of sensitive species and current database records from the United States Fish and Wildlife Service (USFWS), California Natural Diversity Data Base (California Department of Fish and Wildlife [CDFW], 2009), and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2004). In accordance with Caltrans guidelines, subconsultant will submit a letter to the USFWS requesting a list of threatened and endangered species known in the project vicinity. The results of the records search will be summarized in a table and included in the NES.

Consultant will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, subconsultant will prepare, and include in the NES, a graphic displaying the location of the sensitive resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present; it also will identify and assess project impacts on the existing biological resources, including any sensitive species. Avoidance, minimization and/or mitigation measures will be included as necessary.

2.7: Community Impact Memorandum – Consultant will prepare a Community Impact Memorandum which will document potential impacts this project could have to the local community. The memorandum will discuss Social Impacts, Businesses and Residences affected by the project (detours and circulation), and community resources such as schools, parks, and emergency services. This project does not anticipate the need for commercial relocations.

2.8: Visual Technical Memorandum – Consultant will conduct a field visit to assess existing visual resource conditions in the project area. The field visit will include an inventory, including photograph documentation, of the following existing conditions: viewpoints; notable visual resources; the vividness, intactness, and unity of the project area; and the site's landscape units. An analysis will then be performed to compare the visual quality and character of the future conditions, the viewers and viewpoints, and changes in vividness, intactness, and unity.

2.9: Prepare Draft Environmental Document – Consultant will incorporate the purpose and need, project description, and the technical studies into the draft document. Consultant will prepare sections for Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. The Initial Study (IS) (Proposed Mitigated Negative Declaration (MND)) will determine if the project will have any significant adverse effects on the environment under both state and federal standards, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance.

The Draft IS/MND will be provided to agencies for review and comment. The Draft IS/MND will be revised by consultant in response to the agencies' comments and the IS/MND will be released to the public for their review and comment.

Public Circulation and Public Meeting – Consultant will produce the IS/MND for public review. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND. Consultant will prepare the requisite public notices and hard copies of the document and technical studies for distribution of the IS/MND. Consultant will coordinate the preparation of the distribution list with the City and Caltrans. During circulation of the draft Environmental Document, consultant will hold a public meeting to answer questions and address concerns.

Prepare Responses to Comments – At the close of the public review period for the IS/MND, consultant will meet with City staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments.

Consultant will then formulate responses to the comments on the IS/MND. Once draft responses to comments are completed, they will be submitted to City staff for review and comment. The City's comments will be incorporated into the response to comments document, which will be submitted to the City as an appendix in the IS/MND for use in public meetings.

Environmental Commitment Record – Consultant will prepare an environmental commitment record, including monitoring forms, to ensure that the mitigation measures contained in the IS/MND are properly implemented.

Prepare Final Environmental Document – Consultant will incorporate all public comments and final mitigation measures into the final IS/MND.

Final Administrative Record – Prior to action on the Final Environmental Document, subconsultant will assist the City in preparing appropriate findings and determinations for the Final Administrative Record.

2.10: Prepare Notice of Determination (NOD) and NEPA CE – To complete the Environmental Document process, Consultant will file a Notice of Determination with the City Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines). Consultant will prepare the NEPA CE. The NEPA process will be complete upon obtaining Caltrans signature on the CE.

2.11: Environmental Permits - The City does not anticipate any environmental permitting will be required.

Amador City

PROJECT APPLICATION PACKAGE FOR

AMADOR CITY MAIN STREET

Old Highway 49

Road Resurfacing, Pedestrian/Bicycle Crossings &
Sidewalk Improvement Project



CONTENTS

1. PSR Equivalent
2. PPR
3. Roadway Preservation Documentation
4. Project Vicinity Map/Site Photos
5. Certification and Assurances

**Project Study Report (Local Rehabilitation)
(For STIP Projects off the State Highway System)**

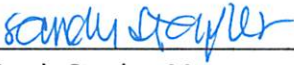
Old Highway 49 – Road Resurfacing, Pedestrian/Bicycle Crossings & Sidewalk Improvement Project

**PROJECT STUDY REPORT
(LOCAL REHABILITATION)
(For STIP Projects off the State Highway System)**

Responsible Agency: Amador City

Project Name: Old Highway 49 – Road Resurfacing, Pedestrian/Bicycle Crossings & Sidewalk Improvement Project

APPROVED:


Sandy Staples, Mayor

1. Transportation Problem:

This section of roadway proposed for work is deteriorating due to traffic use and age of repairs. Pavement rehabilitation last occurred when this section of roadway belonged to the State of California. Said roadway was relinquished in 2013 from the State of California and the Department of Transportation scheduled maintenance to the city as part of the Amador Creek Bridge replacement project and funding allocation. The bridge replacement funding was insufficient to fund the project and continued maintenance of the intersecting roadway through the city. Amador City has no other significant roadway to provide ingress or egress to residents except for this roadway. Pavement rehabilitation would extend the life of this road so that it may continue to benefit the community and traveling public.

2. Route—Location—(post Mile):

Old Highway 49, Amador City Main Street from City Limit to City Limit

3. Description of Project Limits:

Old Highway 49, Amador City Main Street from City Limit to City Limit, Net Length: 0.51 Miles

4. Description of Project Scope:

This project involves pavement rehabilitation of approximately 0.51 miles from Old Highway 49, Amador City Main Street from City Limit to City Limit. The construction method used shall be isolated dig out and asphalt replacement, cold planing of the existing asphalt pavement followed by resurfacing of the entire roadway surface and restriping of the work area. Work would also include replacing culverts, slope stabilization adjacent to roadway, guardrail, sidewalk replacement and improving pedestrian/bicycle crossings.

5. Functional Classification/Federal-aid System:

Federal-aid Highways:

X Minor Arterial

Federal-aid System

On the National Highway System? ____ Yes X NO

Project Study Report (Local Rehabilitation)
(For STIP Projects off the State Highway System)

Old Highway 49 – Road Resurfacing, Pedestrian/Bicycle Crossings & Sidewalk Improvement Project

6. Environmental Status

Environmental Document Type (CEQA) TBD (NEPA) TBD

Anticipated Completion Date TBD

Environmental Issues: TBD

7. Traffic Data (Estimated)

Current ADT 2,500

% Trucks 4% (Assumed)

Current Design Hourly Volume Unknown

8. Roadway Geometric Information

Will this project change existing geometrics? ____ Yes X No

Facility	Minimum Curve Radius	Through Traffic Lanes		Paved Shoulder Width		Median
		No. of Lanes	Lane Width	Left	Right	Width
*Existing						
**Proposed						
Min. 3R or Local STDS***						

*Enter EXISTING information (Expand as needed, for varied geometrics.)

**Enter PROPOSED information (Expand as needed, for varied geometrics.)

***Refer to Chapter 11, "Design Standards," of the Local Assistance Procedures Manual.

If 3R or local standards are not being met, briefly explain why:

N/A – No change to existing standards.

9. Structure Information

Is bridge rehabilitation work included in this project? ____ Yes X No

If no, skip this section.

If 3R Standards for bridge width are not being met, briefly explain why:

Funding source of bridge rehabilitation (if not STIP) N/A

10. Condition of Existing Facility (Repeat information for each homogeneous segment):

Project is pavement rehabilitation of existing roadway, average existing PCI = 27 from most recent StreetSaver data.

Project Study Report (Local Rehabilitation)
(For STIP Projects off the State Highway System)

Old Highway 49 – Road Resurfacing, Pedestrian/Bicycle Crossings & Sidewalk Improvement Project

11. Pavement Rehabilitation

Is any work on existing pavement included in this project? X Yes ___ No

If no, skip this section.

Will the work extend the service life for at least 10 years? X Yes ___ No

If work will not extend the service life for at least 10 years, briefly explain why:

What are the consequences of not doing this project?

Roadway will continue to deteriorate until more expensive rehabilitation measures are required.

12. Cost Estimate Breakdown

Cost

ENVIRONMENTAL STUDIES AND PERMITS:

\$250,000

PLANS, SPECIFICATIONS, AND ESTIMATE:

\$100,000

RIGHT-OF-WAY:

\$100,000

CONSTRUCTION (Engineer's Estimate – See Next Page)

Project Study Report (Local Rehabilitation)**(For STIP Projects off the State Highway System)**

Old Highway 49 – Road Resurfacing, Pedestrian/Bicycle Crossings & Sidewalk Improvement Project

AMADOR CITY
PRELIMINARY ENGINEER'S ESTIMATE
OLD HIGHWAY 49 - ROAD RESURFACING, PEDESTRIAN/BICYCLE CROSSINGS
& SIDEWALK IMPROVEMENT PROJECT
12/10/2025

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION	LS	1	\$332,950.00	\$332,950.00
2	LOCATE & PROTECT EXISTING UTILITES	DAY	11	\$2,000.00	\$22,000.00
3	TRAFFIC CONTROL	DAY	34	\$2,000.00	\$68,000.00
4	CLEARING & GRUBBING	DAY	12	\$5,000.00	\$60,000.00
5	STORM DRAIN INLET	EA	8	\$5,000.00	\$40,000.00
6	12-INCH DIAMETER STORM DRAIN	LF	50	\$160.00	\$8,000.00
7	18-INCH DIAMETER STORM DRAIN	LF	720	\$200.00	\$144,000.00
8	24-INCH DIAMETER STORM DRAIN	LF	90	\$220.00	\$19,800.00
9	CEMENT SLURRY BACKFILL	CY	100	\$250.00	\$25,000.00
10	REGRADE EX. DRAINAGE DITCH	LF	900	\$15.00	\$13,500.00
11	ASPHALT CONCRETE GRIND	DAY	2	\$10,000.00	\$20,000.00
12	ASPHALT CONCRETE	TON	2,300	\$200.00	\$460,000.00
13	ASPHALT CONCRETE DIGOUTS/LEVELING	TON	200	\$200.00	\$40,000.00
14	AGGREGATE BASE	TON	325	\$100.00	\$32,500.00
15	ASPHALT CONCRETE DIKE	LF	4,050	\$20.00	\$81,000.00
16	ADJUST WATER VALVE TO GRADE	EACH	13	\$750.00	\$9,750.00
17	ADJUST WATER METER TO GRADE	EACH	4	\$750.00	\$3,000.00
18	ADJUST MANHOLE TO GRADE	EACH	7	\$2,500.00	\$17,500.00
19	ADJUST PG&E BOX TO GRADE	EACH	4	\$2,500.00	\$10,000.00
20	SIGNING AND STRIPING	LS	1	\$50,000.00	\$50,000.00
21	METAL BEAM GUARD RAIL	LF	1,200	\$100.00	\$120,000.00
22	EROSION CONTROL	DAY	2	\$5,000.00	\$10,000.00
23	CONCRETE SPEED TABLE	EA	2	\$75,000.00	\$150,000.00
24	CONCRETE DEMOLITION	DAY	12	\$5,000.00	\$60,000.00
25	CONCRETE SIDEWALK	SF	2,400	\$30.00	\$72,000.00
26	CONCRETE STEMWALL	LF	180	\$100.00	\$18,000.00
27	CONCRETE STAIRS	SF	140	\$200.00	\$28,000.00
28	CONCRETE CURB & GUTTER	LF	100	\$50.00	\$5,000.00
29	RAILING	LF	175	\$300.00	\$52,500.00
30	ADJUST FIRE HYDRANT TO GRADE	EA	1	\$2,500.00	\$2,500.00
31	FINISH CARPENTRY FOR SIDEWALK POST	LS	1	\$25,000.00	\$25,000.00
32	ROCK FALL NETTING	LS	1	\$1,000,000.00	\$1,000,000.00
CONSTRUCTION SUBTOTAL					\$3,000,000.00
CONSTRUCTION CONTINGENCY (10%)					\$ 300,000.00
PRELIMINARY ENGINEERING & ENVIRONMENTAL					\$ 350,000.00
RIGHT OF WAY					\$ 100,000.00
CONSTRUCTION MANAGEMENT					\$ 250,000.00
TOTAL PROJECT COST					\$4,000,000.00

Project Study Report (Local Rehabilitation)**(For STIP Projects off the State Highway System)**

Old Highway 49 – Road Resurfacing, Pedestrian/Bicycle Crossings & Sidewalk Improvement Project

13. Scheduling

<u>Project Component</u>	<u>Start Date</u>	<u>Estimated Completion</u>
Environmental Studies/Permits	5/2026	5/2027
Plans, Specifications, Estimates	6/2027	6/2028
Right of Way	7/2028	7/2029
Construction	8/2029	8/2030

14. Other Agencies Involved: (Permits/Approvals from Fish & Game, Corps of Engineers, Coastal Commission, etc.)N/A**15. Other Considerations:**Utility and/or Railroad Involvement: N/AConsistency with other planning: Consistent with RTP and PMS**16. Proposed Funding**

	Local Commitment	STIP Request	Total
Environmental Studies and Permits	\$50,000	\$200,000	\$250,000
Plans, Specifications, and Estimates	\$25,000	\$75,000	\$100,000
Right of Way Acquisition (including support)	\$25,000	\$75,000	\$100,000
Construction (including support)	\$900,000	\$2,650,000	\$3,550,000
Total	\$1,000,000	\$3,000,000	\$4,000,000

Source(s) of Local Commitment: (Indicate Local Assistance Project Number, if appropriate.)

City Road Funds**17. List of Attachments****A. Vicinity Map – Attached****B. Site Photos – Attached****C. Pavement Management System and Local Road Rehabilitation Certification - Attached****18. Report Preparation**

Prepared by: Frank Whitmore

Date: 12/10/2025

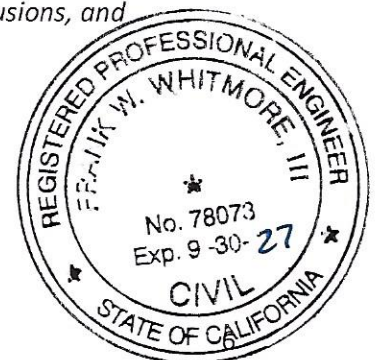
This Project Study Report (Local Rehabilitation) has been prepared under the direction of the following registered civil engineer. The registered civil engineer attests to the technical information contained herein and the engineering data upon which recommendations, conclusions, and decisions are based.



REGISTERED CIVIL ENGINEER

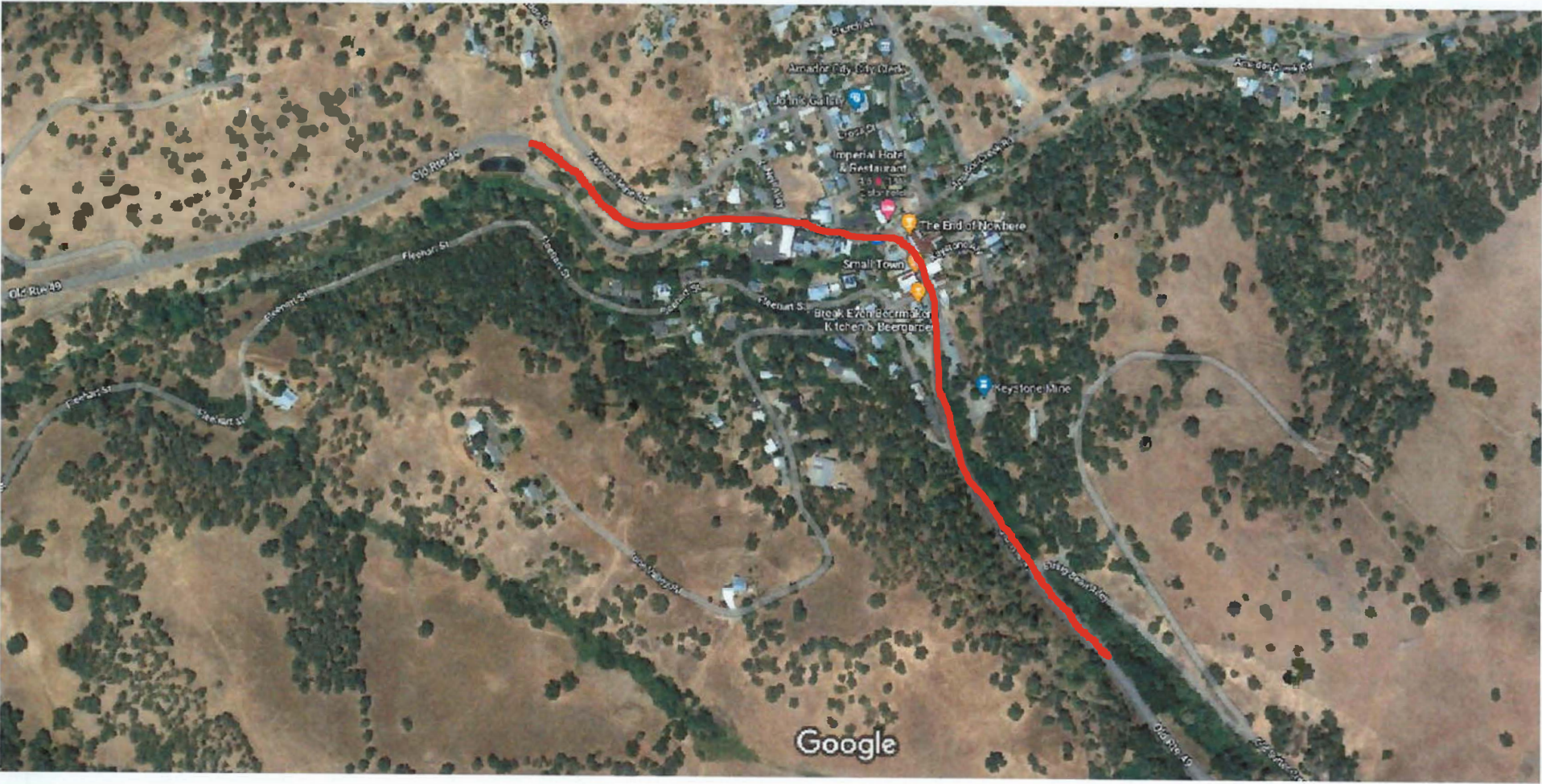
12/10/25

DATE



Attachment A

VICINITY MAP



Imagery ©2023 Airbus, CNES / Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 200 ft

Attachment B

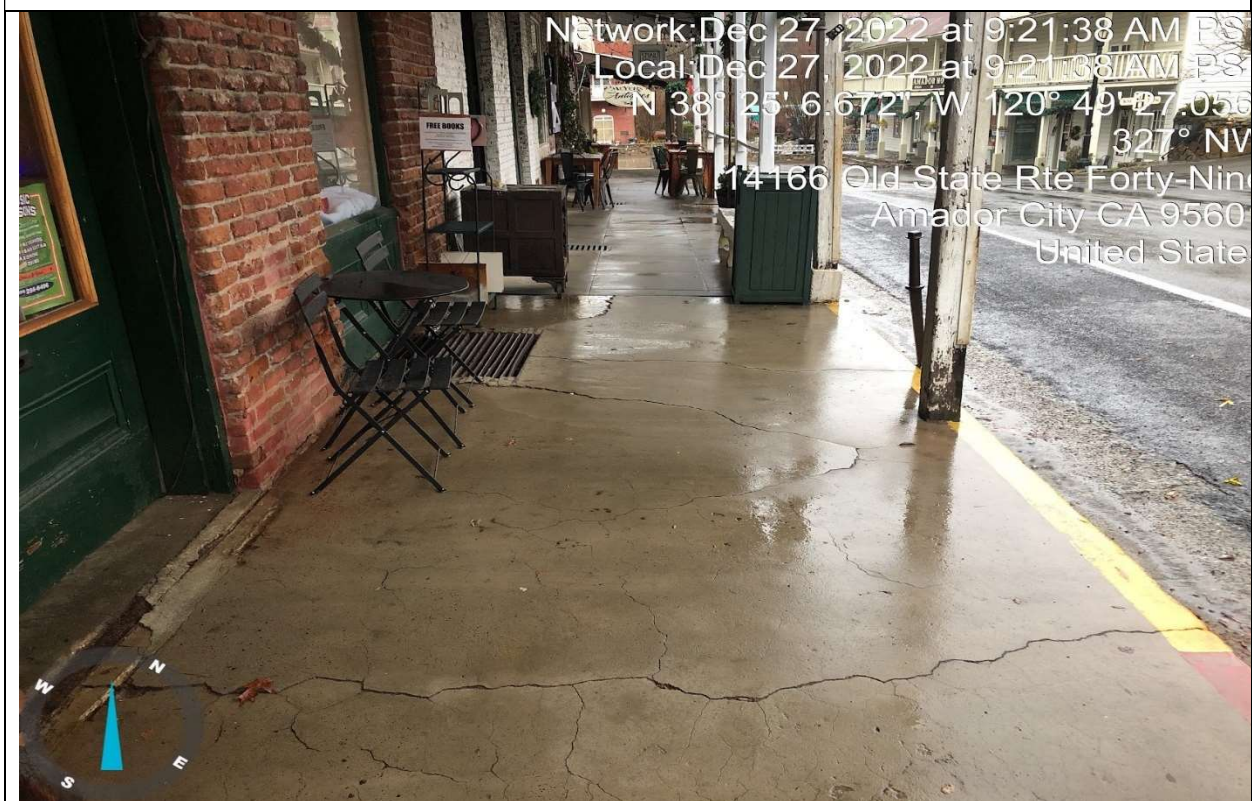














Attachment C



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

**LOCAL ROAD REHABILITATION
PROJECT CERTIFICATION**

To: Amador County Transportation Commission
117 Valley View Way
Sutter Creek, CA 95685

Date: 11/21/2025

The City of Amador City submits the following local road rehabilitation project for certification that the project is in compliance with California Transportation Commission guidelines.

Project Description: Old Highway 49 within Amador City from City Limit to City Limit.

Street/Road	From _____ To _____	Local Road Facility (Pavement, drainage structure, bridge, cut slope, embankment, etc.)	PPNO	Rehabilitation Strategy (Resurfacing, chip seal, seal coat, restoration of existing facility, etc.)	Service Life (Years)
Old Highway 49	City Limit to City Limit	Pavement Preservation, Drainage facilities		Resurfacing	20

The project listed above meets the following standards:

- The type of work is eligible for local road rehabilitation, and excludes routine maintenance work, as described in Section II-D-9, "Eligibility of Rehabilitation Projects" of the *Procedures for Administering Local Agency Grant projects in the State Transportation Improvement Program*.
- For pavement rehabilitation, the estimated number of years the work will extend the service life of the facility is documented in a PSR or equivalent signed by a registered civil engineer.
- Pavement rehabilitation strategies with less than 10 years service life have been determined by a Pavement Management System (PMS) to be cost-effective and have a service life of 5 years or more. (Attach PMS certification if appropriate.)
- The work does not degrade any existing safety or geometric aspect of the facility.

City Signature:  Title: Mayor

Regional Transportation Planning Agency/County Transportation Commission Certification:

The Amador County Transportation Commission certifies the projects listed above meet California Transportation Commission guidelines.

Signature: _____ Title: _____ Date: _____



CITY OF AMADOR CITY
INCORPORATED JUNE 2, 1915
California

PAVEMENT MANAGEMENT SYSTEM (PMS) CERTIFICATION
STATE TRANSPORTATION IMPROVEMENT PROJECTS

To: Amador County Transportation Commission
117 Valley View Way
Sutter Creek, CA 95685

Date : 11/21/2025

PPNO: _____

Project Description: Old Highway 49 – Road Resurfacing, Pedestrian/Bicycle Crossings & Sidewalk Improvement Project

The City of Amador City certifies that it has a Pavement Management System (PMS) and the project meets the criteria described in Section 23.2 of this chapter. A system must be in place to meet standards for pavement rehabilitation projects programmed in the STIP.

The system was developed by MTC StreetSaver and contains, at a minimum, the following elements:

- Inventory of all existing pavements under the City/County jurisdiction.
Centerline miles 384.
Total lane miles (or equivalent units) 768.
The last update of the inventory was completed July, 2015.
- Identification of sections of pavement needing rehabilitation
Total lane miles (or equivalent units) 700.
- Estimate of the cost to rehabilitate deficient sections \$142,379,953 in 2015.
- A procedure to identify rehabilitation strategies that are cost effective. The County uses the StreetSaver pavement management system to catalog County maintained road sections and maintain pavement condition assessments of those sections using the Pavement Condition Index (PCI) ranking system. This program has a built-in decision tree which specifies appropriate and cost effective resurfacing treatments for different PCI ranges. Based on the current PCI of the road section in question, the program can identify appropriate resurfacing techniques for that section.

You may direct any questions regarding the system to Frank Whitmore at (209) 267-0173
(Name) (Phone No.)

Signature Randy Stapler Title: Mayor

ATTACHMENT 1 – SAMPLE CONTRACT

SAMPLE CONTRACT AND CONTRACT EXHIBITS

CONTRACT AMADOR COUNTY TRANSPORTATION COMMISSION WITH FOR ON-CALL TRAFFIC MODELING, ANALYSIS & RELATED SUPPORT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2026, (the “Effective Date”) by and between the AMADOR COUNTY TRANSPORTATION COMMISSION ("the Commission") and [INSERT ENTITY NAME ("Consultant"), a [INSERT ENTITY TYPE, i.e. LLC, Inc., etc.]

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional services firm, experienced in on-call traffic modeling, analysis & related support services to public clients and is familiar with related State requirements and needs of the Commission.

2.2 Commission desires to engage Consultant to render certain consulting services to provide on-call traffic modeling, analysis & related support services for the Amador County Transportation Commission (ACTC) (the “Project”) as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. To the extent that Exhibit “A” is in conflict with or is inconsistent with this Agreement, the terms of this Agreement shall govern. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the Effective Date through June 30, 2013, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the personnel required to perform the Services. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to complete performance of the Services in a timely manner at no additional cost. To the extent Caltrans procedures apply in connection therewith, the commencement of performance of Services may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The Consultant's files shall be maintained in a manner consistent with State requirements.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant who will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, social security taxes, income tax withholding, workers' compensation insurance and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law..

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel employed by Consultant will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: [INSERT NAME OF PERSONNEL].

3.7 Commission's Representative. Commission hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and

shall be responsible for all means, methods, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant and Commission agree to work closely in the performance of Services and Consultant shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, and previous commitments that must be incorporated in the design of the Project. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it and its subcontractors have secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants if applicable to procure and maintain, for a period of three (3) years following completion of the Project, a claims made errors and omissions liability insurance appropriate to its profession. Such insurance shall be in an amount not less than \$1,000,000 per claim and in the aggregate.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned (if any), leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The total compensation shall not exceed **[INSERT COMPENSATION]** ("Total Compensation").

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the number of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Each statement shall also be accompanied by a progress report

documenting the percentage of work completed for each task identified in Exhibit A. For each statement submitted by the 8th of a given month, the Commission will endeavor to review the statement and approve payment of the invoiced amount in the same month.

3.14.3 Reimbursement for Expenses. Except as provided in Exhibit “B”, Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 No Additional Work. No work or activities that are in addition to, or otherwise outside of, the Services shall be performed. Notwithstanding the foregoing, the Commission’s Executive Director may make a written change to this Agreement, other than a change to include work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. Such changes are not within the authority of this provision to order, and shall be processed by the Commission as “sole source” procurements according to applicable law.

(A) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission’s Executive Director, other than a change to include work not originally within the contemplation of the parties, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other contract terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement (“Bilateral Contract Modification”).

(B) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission’s Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission’s Executive Director, Consultant shall not provide such change.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow inspection and copying of all work, data, documents, proceedings, and activities related to the Agreement during the term hereof and for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and satisfactorily rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated Consultant shall provide all finished or unfinished Documents and Data, as defined below, and other

information of any kind prepared by Consultant in connection with the performance of Services under this Agreement within fifteen (15) days of the termination.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

COMMISSION:

Amador County Transportation Commission
117 Valley View Way
Sutter Creek, CA 95685
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, or reuse any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data.

Consultant shall provide copies on electronic media of all work products produced under this Agreement. To the extent that reports or lengthy passages of text are included in a given work product, the document shall be prepared in Microsoft Word or a format compatible with Word or as directed by the Commission.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data

magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the

prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Consultant shall defend, indemnify and hold Commission, its directors, officials, officers, employees, consultants, agents and volunteers (collectively the "Indemnitees") free and harmless from claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, including reasonable attorneys' fees and costs, arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, except as caused by the sole, active negligence or willful misconduct of an Indemnatee. Consultant shall reimburse Indemnitees for legal expenses and costs incurred in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission or its directors, officials, officers, employees, consultants, agents and volunteers. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Amador County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. Commission reserves right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant maintains and warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, fee, or other consideration contingent upon or resulting from the award or making of this Agreement.

3.27.2 Conflicts of Interest.

(A) For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(B) Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Commission's interest. During the term of this Agreement, Contractor shall not accept any employment or engage in any consulting work that would create a conflict of interest with the Commission or in any way compromise the services to be performed under this Agreement. Contractor shall immediately notify the Commission of any and all potential violations of this paragraph upon becoming aware of the potential violation.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Minority Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws.

3.31 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**AMADOR COUNTY
TRANSPORTATION COMMISSION**

[INSERT NAME OF CONSULTANT]

By: _____
ACTC Executive Director

By: _____
Signature

Date: _____

Name

Title

Approved as to Form:

Date

By: _____
Kronick Moskovitz Tiedemann & Girard
General Counsel to ACTC

EXHIBIT "A"
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the ACTC Board of Directors are:

Patrick Crew
Dan Riordan
Sandra Staples

John Plasse
Brian Oneto
Wendy Bottomley

Dan Epperson (BOS alternate)
Susan Bragstad (Amador City Alt.)
Julia Sierk (Sutter Creek Alt.)

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any ACTC Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

___ YES ___ NO

If yes, please identify the Director(s):

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any ACTC Director(s) in the three months following the award of the contract?

___ YES ___ NO

If yes, please identify the Director(s):

Answering yes to either of the two questions above does not preclude ACTC from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
 - (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.
- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to,

or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.

- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

**EXHIBIT 10-U CONSULTANT IN MANAGEMENT SUPPORT ROLE CONFLICT OF INTEREST AND
CONFIDENTIALITY STATEMENT¹**

RFP/RFQ PROCUREMENT NUMBERS (if applicable): _____

PROJECT NAME (and FPN, if applicable)²: _____

APPLICABILITY: To be filled out by local agency consultants in management support role.

☐ I am an employee of a consultant under contract to the local agency that is responsible for the procuring and administering of one or more consultant contracts containing either Federal or State funds.

☐ I am in a management position with the local agency, my title is listed below and I have attached my duty statement and scope of work.

☐ I hereby certify as follows:

1. I recuse myself from all potential conflicts of interest.
2. I will not directly or indirectly participate in, manage, or oversee any consultant selection procurement process in which the consulting firm of which I am employed is competing as a consultant or subconsultant.
3. I will not directly or indirectly influence any employee, staff member, or other individual participating in any consultant selection procurement process in which the consulting firm of which I am employed is as a consultant or subconsultant.
4. I will not directly or indirectly participate in, manage, or oversee any local agency contract that is with the consulting firm of which I am employed, regardless of whether the involvement of my employer in the contract is as a consultant or subconsultant. Among other things, this includes my not being involved in approving changes in the schedule, scope, deliverables or invoices.
5. I understand that if I am involved in any local agency contract that is with the consulting firm of which I am employed, in violation of 1. or 2. above, that local agency contract will no longer be eligible for Federal or State reimbursement because of my involvement.

☐ I certify that I have read and understand my responsibilities per **23 CFR 172.7(b)(5)**

☐ I fully understand that it is unlawful for a person to utilize any organization name (i.e. local agency) or auxiliary organization information, which is not a matter of public record, for personal gain.

¹ Each consultant staff working in a management support role shall complete a separate form.

² For on-call contracts or contracts for multiple projects, indicate accordingly.

☐ I have read and fully understand all of the above.

Date: _____

Signed: _____

Name: _____

Title: _____

Consultant Firm/Sole Proprietor: _____

**REVIEWED BY PUBLIC WORKS DIRECTOR OR AUTHORIZED LOCAL AGENCY
REPRESENTATIVE**

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and will ensure:

- ☐ That the foregoing named local agency consultant who is under contract and in a management support role with our local agency, abides by the foregoing terms and conditions;
- ☐ That should the foregoing named local agency consultant, who is under contract and in a management support role with our local agency, violate any of the foregoing terms and conditions, the Caltrans DLAE will be notified and such violation will be considered a breach of ethics and could be a basis for ineligibility of State or Federal project funds.
- ☐ The procedures followed to procure and execute the contract, between the consulting firm and the local agency of which I am employed, comply with all federal and state requirements. Also this contract has a specific date from _____ to _____.

Date: _____

Signed: _____

Name: _____

Title: _____

Department/Local Agency: _____

REVIEWED/CONCURRENCE BY FEDERAL HIGHWAYS

I have reviewed the foregoing "Conflict of Interest and Confidentiality Statement" and supervisor's statement.

- ☐ I concur that the consultant, who is under contract and in a management support role with the local agency, does not appear to present a conflict of interest. The local agency and the consultant should be considered eligible for federal reimbursement.
- ☐ I do not concur as I believe that the consultant, who is under contract and in a management support role with the local agency, does appear to present a conflict of interest.

Date: _____

Signed: _____

Name: _____

Position: _____

Distribution: 1) Copy to: DLAE for each Federal/State funded project
2) Copy to be returned to Local Agency by DLAE with FHWA approval

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00
_____	_____	_____	_____	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs _____ \$ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** _____ \$ 0.00**INDIRECT COSTS**

d) Fringe Benefits (Rate: 0.00%) _____ e) Total Fringe Benefits [(c) x (d)] _____ \$ 0.00

f) Overhead (Rate: 0.00%) _____ g) Overhead [(c) x (f)] _____ \$ 0.00

h) General and Administrative (Rate: 0.00%) _____ i) Gen & Admin [(c) x (h)] _____ \$ 0.00

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** _____ \$ 0.00**FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 0.00%]** _____ \$ 0.00**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ 0.00
Equipment Rental and Supplies				\$ 0.00
Permit Fees				\$ 0.00
Plan Sheets				\$ 0.00
Test				\$ 0.00

l) **TOTAL OTHER DIRECT COSTS** _____ \$ 0.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** _____ \$ 0.00n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** _____ \$ 0.00**TOTAL COST [(c) + (j) + (k) + (n)]** _____ \$ 0.00**NOTES:**

- Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	500	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	2%	=	\$51.00	Year 2 Avg Hourly Rate
Year 2	\$51.00	+	2%	=	\$52.02	Year 3 Avg Hourly Rate
Year 3	\$52.02	+	2%	=	\$53.06	Year 4 Avg Hourly Rate
Year 4	\$53.06	+	2%	=	\$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	*	5000	=	1000	Estimated Hours Year 1
Year 2	40.0%	*	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	*	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	*	5000	=	750	Estimated Hours Year 4
Year 5	10.0%	*	5000	=	500	Estimated Hours Year 5
Total	100%		Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: _____ Title *: _____

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address: _____

***An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.**

List services the consultant is providing under the proposed contract:

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