



REQUEST FOR PROPOSALS

**Contract 14-04.PE
Pearson Rd Shoulder Widening Project
Final Plans, Specifications & Estimates Services**

Date Released: April 15, 2015

**Town of Paradise
Engineering
5555 Skyway
Paradise, CA 95969**

Proposals are due prior to 9:00 A.M., May 4, 2015

TABLE OF CONTENTS

Request for Proposals

Pearson Rd Shoulder Widening Project Final Plans, Specifications & Estimates Services

Introduction	3
Background	4
Scope of Work	6
Appendix A – Proposal Requirements.....	7
Appendix B – Project Schedule.....	10
Attachment 1 – HSIP Grant Application, Pearson Rd Shoulder Widening Project	
Attachment 2 – Preliminary Engineering E-76	
Attachment 3 – Completed Topographic Survey (Electronic Only)	
Attachment 4 – NEPA Determination	
Attachment 5 – Maintenance Inspection Results	
Attachment 6 – Sample Contract Agreement	
Attachment 7 – Local Assistance Procedures Manual Exhibits	

INTRODUCTION

The Town of Paradise is requesting proposals (RFP) for engineering services on a federally funded Highway Safety Improvement Program Project.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective Consultants the Town has specifically e-mailed a copy of the RFP to and will be posted on the Town's website at:

[Town of Paradise - Notice to Bidders](#)

It shall be the Consultant's responsibility to check the Town's website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit three (3) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's proposal. The hard copies and CD/DVD shall be mailed or submitted to the Town of Paradise prior to 9:00 A.M., May 4, 2015. Proposals shall be submitted in a sealed package clearly marked "**Pearson Rd Shoulder Widening Project – Final Plans, Specifications & Estimates Services**" and addressed as follows:

Marc Mattox
Public Works Department
Town of Paradise
5555 Skyway
Paradise, CA 95969

Proposals received after the time and date specified above will not be considered and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 9:00 A.M., May 4, 2015

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be rejected.

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the Town Council.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

Any questions related to this RFP shall be submitted in writing to the attention of Marc Mattox via email at mmattox@townofparadise.com. Questions shall be submitted before 5:00 PM on April 29, 2015.

BACKGROUND

Pearson Road is a major collector road that is located between two arterial roads, Clark Road and Pentz Road. Pearson Road currently does not have any infrastructure supporting bicycle lanes between Clark Road and Stearns Road. In addition, the roadway has almost zero road shoulder and some edges which completely drop off to a storm drain channel. Sight distance is limited in this area due to the topography which include vertical and horizontal curves as well as to the abundance of trees present along the road.

On April 29, 2013, Caltrans announced Cycle 6 Call-for-Projects for the [Highway Safety Improvement Program](#) (HSIP). The purpose of this program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

The Town identified the Pearson Rd Shoulder Widening Project through a jurisdiction-wide collision analysis using the [SafeTREC Transportation Injury Mapping System](#). From the analysis it was determined that 24 collisions took place on this section of Pearson Road in a period of five years. The amount of collisions that occurred in the five year span demonstrated the project to be one of the top safety priorities of the Town of Paradise.

The proposed project includes two countermeasures. The first countermeasure to reducing the accidents on Pearson Road is to widen the shoulders on the road, where feasible. Vehicle collisions can be prevented by providing space for a vehicle to pull over in case of an emergency and placing them out of the travel lane. Vehicles will also have the capability of pulling over for emergency vehicles to pass and preventing congestions. A wider shoulder will provide space to avoid potential crashes or reduce their severity.

The second countermeasure is to install bicycle lanes on both sides of the road. With the new improvements bicyclist's safety will increase by creating a separate space for bicyclists to travel and pull over in case of an emergency. Motorists will no longer have to travel onto the oncoming lane in order to pass bicyclists. More information regarding specific countermeasures and requirements can be found by reviewing the [Caltrans Local Road Safety Manual](#).

By July 26, 2013, the Town of Paradise submitted the Pearson Rd Shoulder Widening Project application. The complete grant application is included as Attachment 1. The overall scope is further defined in the application and attachments.

On November 14, 2013, Caltrans approved the Pearson Rd Shoulder Widening Project for Federal funding. This project was selected based upon the calculated high Benefit-Cost Ratio using actual collision data between 2006 and 2011 and implementation of safety countermeasures.

On April 1, 2014, the Federal Highway Administration approved the Town of Paradise to begin reimbursable Preliminary Engineering for the Pearson Rd Shoulder Widening Project. This Authorization / Agreement Summary (E-76) is included as Attachment 2.

On May 13, 2014, the Town Council for the Town of Paradise approved the Program Supplement Agreement No. 014-N to Administering Agency-State Agreement No. 03-5425R for Federal-Aid Project HSIPL-5425 (027) to assure receipt of preliminary engineering funds.

On November 11, 2014, the Town Council for the Town of Paradise awarded a contract to L&L Surveying of Paradise, CA to perform topographic surveying and mapping. Electronic copies of their deliverables are included as [Attachment 3](#).

On March 17, 2015, Caltrans issued a final Caltrans NEPA Determination. A copy of the Determination is included as Attachment 4. CEQA procedures will be performed by Town staff.

On April 7, 2015, Town staff completed an analysis of parallel driveway culverts and roadway conditions. This analysis provided white spray paint marks along Pearson Road for areas of potential digouts. Furthermore, the investigation provided a list of culverts which need to be addressed during project construction. This list is provided as Attachment 5.

On April 12, 2015, Town staff received a proposal from the Center for Pavement Preservation (CP2) led by CSU, Chico for the purposes of evaluating a road rehabilitation option to perform full depth reclamation. In addition to the HSIP goals, the project aims to combine non-participating items of work (structural section modifications with local funds) to improve the roadway conditions along Pearson Road to extend the roadway life 10-15 years. Internal evaluation of rehabilitation options has led us to partner with the CP2 to proceed with full depth reclamation, however issuance of this RFP includes analysis of all available options, excluding reconstruction.

This RFP is being solicited using by Small Purchase Procedures is in accordance with 23 CFR §172.5(a)(2) modified by FHWA Memorandum dated June 26, 1996, and 49 CFR 18.36(d) and further described in the Local Assistance Procedures Manual Chapter 10.9.

SCOPE OF WORK

General:

The Town of Paradise is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Pearson Rd Shoulder Widening Project to the construction phase.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the Town of Paradise, included in the sample contract in Attachment 6.

Services to be Provided:

The Consultant selected shall provide all services to complete preliminary engineering, environmental and right-of-way (as necessary) for the Pearson Rd Shoulder Widening Project.

Specifically, the Consultant selected will be required to complete the following tasks:

- **Design** – Design the improvements and prepare the plans, specifications, and estimates in accordance with current Caltrans Standards and AASHTO Geometric Design guidelines to achieve project objectives. Consultant shall design project for shoulder widening to a minimum 33' wide cross section -- travel lane width reduction to 11.5' per direction and installation of 5' Class II Bicycle Lanes. Where feasible wider (+1-3') bicycle lanes should be added without major impacts to roadway encroachments or drainage ways. Beyond this HSIP scope, Consultant shall present pavement rehabilitation alternatives to meet the Town's 10-15 roadway life extension goals. These alternatives should explore digouts, an overlay, full depth reclamation, or other options excluding full reconstruction. Consultant shall identify in the proposal and arrange for needed geotechnical tests to prepare construction specifications. Final selection will be made by the Town with consideration of additional local funds (non-HSIP) required and funds available. Design shall incorporate culvert replacements and drainage adjustments as noted in Attachment 5. Final PS&E shall be submitted to the Town at 60%, 90%, and final contract documents. Final Plans and Specifications shall address all construction activities including, but not limited to: Demolition, Erosion Control, Civil Improvements, and Striping.
- **Bid Process** – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the plans shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. Town will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the Town as necessary.

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to provide standards to better compare proposals.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Marc Mattox
Public Works Director / Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

The letter shall include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

The letter shall be signed by the individual authorized to bind the Consultant to the proposal.

2. Qualifications & Experience

Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.

The Town will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of three (3) comparable projects within the past three (3) years which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Consultant Project Manager and contact information
7. Project Description

3. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.

4. Schedule of Work

Provide a detailed schedule for the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix B, however, expedited schedules are preferred with justification for timeline feasibility.

5. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the Town that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

6. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 6.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

7. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Attachment 7 – Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 7.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-01) **(The Town's current contract DBE Goal is 4%)**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved.
- Non-lobbying Certification for Federal-Aid Projects (LAPM 10-P) OR Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Certification of Consultant, Commissions & Fees (LAPM 10-F)
- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors (LAPM 17-F)
- Any other relevant forms required during the project.

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

8. Cost Estimate

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the Town is able to acquire professional services based on the criteria set forth in Government Code 4526, the proposal shall include an estimated price for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost estimate shall be submitted in a separate sealed envelope from the proposal. The cost estimate will be unsealed after all proposals have been reviewed. Reference sample cost estimate in Attachment 5 LAPM 10-H.

Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks. Costs are considered in selection criteria as allowed by the Small Purchase Procedures. Ongoing consultant rates shall be included in the proposal for the preparation and/or authorization of additional tasks.

APPENDIX B – RFP & PROJECT SCHEDULE

- April 15, 2015 Issue Request for Proposals for Final PS&E Services
- May 4, 2015 Proposal due by 9:00 A.M.
- May 12, 2015 Town Council Meeting for Contract Award
- November 30, 2015 Final Plans, Specifications & Estimates Due
- December 2015 Town submits Construction Request for Authorization
- March 2016 Council Award Construction Contract (***End of Consultant's Contract***)
- April 2016 Construction

APPLICATION FOR CYCLE 6 HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

APPLICATION SUMMARY

This summary page is filled out automatically once the application is completed.

After the application is finalized, please save this PDF form using the exact "Application ID" (shown below) as the file name.

Important: Review and follow [the Application Instructions](#) step-by-step as you complete the application. Completing an application without referencing to the instructions will result in an incomplete application or an application with fatal flaws that will be excluded from the ranking and selection process.

Application ID: 03-Paradise-3

Submitted By (Agency):
Paradise

Caltrans District

03

Application Number

3

Out of

5

Project Location

Project is located along Pearson Road between Clark Road and Pentz Road in Paradise, California.

Project Description

Project scope includes shoulder widening of Pearson Road between Clark Road and Pentz Road and reduction in travel lane widths to accommodate bicycle lanes.

Countermeasure 1: R16: Widen shoulder (paved)

Countermeasure 2: R36: Install bike lanes

Countermeasure 3:

Total Expected Benefit

\$7,633,500.00

Total Project Cost

\$544,500.00

B/C Ratio:

14.02

I. Basic Project Information

Date Caltrans District MPO

Agency County

Total number of applications being submitted by your agency

Application Number (each application must have a unique number)

Contact Person Information

Name (Last, First):

Position/Title of Contact Person

Email: Telephone: Extension:

Address:

City: Zip Code: (Enter only a 5-digit number.)

Project Information

Project Location
-Be Brief (limited to 250 characters)
[-See Instructions](#)

Project is located along Pearson Road between Clark Road and Pentz Road in Paradise, California.

Project Description
-Be Brief (limited to 250 characters)
[-See Instructions](#)

Project scope includes shoulder widening of Pearson Road between Clark Road and Pentz Road and reduction in travel lane widths to accommodate bicycle lanes.

Functional Classification (For Functional Classification and CRS Maps, Visit http://www.dot.ca.gov/hq/tsip/hseb/crs_maps/)

CRS Map ID (e.g. 08E14)

Urban/Rural Area (Visit <http://earth.dot.ca.gov/>)

High-Risk-Rural-Roads (HR3) Eligibility

If this project is not HR3 eligible, what is the approximate total cost percentage that is HR3 eligible? %

Work on the State Highway System

Does the project include improvements on the State Highway System?

If no, move on to the next page; If yes, go to the below question.

Is this a joint-funded project with Caltrans?

- If yes, check this box to confirm a formal Letter of Support from Caltrans - District Traffic is attached to the application. The letter should include estimates of cost sharing.
- If no, check this box to confirm a written correspondence from Caltrans District Traffic is attached to the application. The correspondence should indicate that Caltrans does not see issues that would prevent the proposed project from receiving an encroachment permit

Non-Infrastructure (NI) Elements

Does the project include NI Elements?

If yes, NI Activity Worksheet and NI Cost Estimate are required attachments. For more information on the requirements and guidance for NI elements of HSIP applications, see the [HSIP NI webpage](#).

What are the primary type(s) of non-infrastructure included? (Check all that apply. Skip if project does not include NI Elements.)

- Bicycle and pedestrian safety education (K-12 students)
- Bicycle and pedestrian safety education (adults)
- Other safety education (please describe below)
- Enforcement (school zones)
- Other Enforcement (please describe below)

Emergency Medical System

Additional Information

1. Is the project focused primarily on "spot location(s)" or "systemic" improvements?

2. Which of the California's Strategic Highway Safety Plan (SHSP) Challenge Areas does the project address primarily? (For more information on the SHSP and its Challenge Areas, see: <http://www.dot.ca.gov/SHSP/>)

13: Improve Bicycling Safety

3. How were the safety needs and potential countermeasures for this project **first** identified?

Jurisdiction-wide safety analysis

4. What is the primarily mode of travel intended to be benefited by this project?

Bicyclists

5. Approximate percentage of project cost going to improvements related to **motorized** travel %

6. Approximate percentage of project cost going to improvements related to **non-motorized** travel %

7. Is the project focused primarily on "Intersection" or "Roadway" improvement?

Roadway

Miles of Roadway

8. Posted Speed Limit (mph)

9. Average Daily Traffic	ADT (Major Road)	ADT (Minor Road)	Year Collected
(See Instructions)	<input type="text" value="8,723"/>	<input type="text"/>	<input type="text" value="2010"/>

II. Narrative Questions (See Instructions)

These narrative questions are intended to provide additional project details for the application reviewers and project files. Application reviewers will use the information in their "fatal flaw" assessment of the applications, including:

- 1) The project scope is eligible for HSIP and/or HR3 funding;
- 2) The countermeasures used in the B/C ratio calculation are appropriately applied based on the scope of the project;
- 3) The crash data used in the B/C ratio calculation is appropriately applied based on the scope of the project and countermeasures used;
- 4) The costs included in the application represent the likely total project cost necessary to fully construct the proposed scope. If the proposed project is a piece of a larger construction project, the entire scope of the larger project must be identified and included in the B/C ratio calculation;
- 5) The application data and attachments are reasonable and meet generally accepted traffic engineering and transportation safety principles.

If significant inconsistencies or errors are found in the application information, the Caltrans reviewers may conclude that the application includes one or more "fatal flaws" and the application will be dropped from further funding considerations. The applicant will not be notified of Caltrans findings until after the selection process is complete.

1. Overall Identification of Need

Describe how the agency identified the project as one of its top safety priorities. Was a data-driven, safety evaluation of their entire roadway network completed? Do the proposed project locations represent some of the agency's highest crash concentrations? (limited to 5,000 characters)

Pearson Road is a major collector road that is located between two arterial roads, Clark Road and Pentz Road. Pearson Road runs through a residential area containing a community church. The narrow road contains some sections of narrow shoulder that drops off to a storm drain channel. Other sections of the do not have a shoulder. Sight distance is limited in this area due to the topography which include vertical and horizontal curves as well as to the abundance of trees present along the road.

Safety problems were identified in this location by utilizing the SafeTREC Transportation Injury Mapping System. From the jurisdiction-wide collision analysis it was determined that 24 collisions took place on this section of Pearson Road in a period of five years. The amount of collisions that occurred in the five year span demonstrated the project to be one of the top safety priorities of the Town of Paradise.

2. Potential for Proposed Improvements to Correct the Problem

Describe the primary causes of the collisions that have occurred within the project limits. Are there patterns in the crash types? Clearly demonstrate the connection between the problem and the proposed countermeasures utilized in the Benefit/Cost Ratio calculations. Depending on the nature of the project, explain why the agency choose to pursue "Spot location(s)" or "Systemic" improvements. If the proposed project include Non-Infrastructure (NI) elements, also describe how the NI elements will complement in improving the safety within the project limits. (limited to 5,000 characters)

Note: Safety improvements that do not have countermeasures and crash reduction factors identified in the TIMS B/C Calculator can be included in the project scope; they just won't be added to the project's B/C ratio shown in the application.

The first countermeasure to reducing the accidents on Pearson Road is to widen the shoulders on the road. Vehicle collisions can be prevented by providing space for a vehicle to pull over in case of an emergency and placing them out of the travel lane. Vehicles will also have the capability of pulling over for emergency vehicles to pass and preventing congestions. A wider shoulder will provide space to avoid potential crashes or reduce their severity.

The second countermeasure is to install bicycle lanes on both sides of the road. With the new improvements bicyclist's safety will increase by creating a separate space for bicyclists to travel and pull over in case of an emergency. Motorists will no longer have to travel onto the oncoming lane in order to pass bicyclists.

3. Crash Data Evaluation

Explain how the influence areas for each separate countermeasure were established. Describe how the limits of the crash data were established for each countermeasure to ensure only appropriate crashes were included in the Collision Summary Report(s), Collision Diagram(s) and B/C calculations. (limited to 5,000 characters)

The countermeasures for the proposed project were developed by analyzing the SafeTREC Transportation Injury Mapping System (TIMS) collision data. A five-year collision history between January 1, 2007 and December 31, 2011 was utilized for the collision analysis. After close examination of the collision data, it was determined that widening and paving the shoulder would be the first countermeasure as a result to the high number of vehicle collisions. The second countermeasure is to install bicycle lanes due to accidents involving bicyclists which have resulted in severe injury as can be seen in the Benefit/Cost Calculations.

For both countermeasures, the limits of the crash data are from Clark Road to Pentz Road. The limits were established by the extent of the road that is considered a major collector and lies between two arterial roads. Time period limitations were established by considering the most recent five-year collision data available to The Town of Paradise.

4. Prior attempts to address the Safety Issue

If appropriate, list all other projects/countermeasures that have been (or are being) deployed at this location. Applicants must identify all prior federal HSIP, HR3 or Safe Routes To School (SRTS) funds approved within or directly adjacent to the propose projects limits within the last 10 years. (limited to 5,000 characters)

Note: HSIP funding cannot be used to construct the same general type of countermeasures within the same limits within 10 years to ensure agencies do not apply the same Crash Reduction Factors to the same crashes.

At present, there have been no other projects or countermeasures addressing vehicle safety deployed within the project limits.

5. Total project costs

Describe the process used to establish the total cost for the project. Confirm contingencies for reasonably expected costs, including drainage, environmental, traffic, etc, are included. For a large project where the HSIP funding is only a small portion of the overall project scope and costs, the total project cost must still be included in the application and its B/C ratio calculation. (limited to 5,000 characters)

The total cost of the project was determined by analyzing the conceptual design of the project and estimating the amounts and costs of each component of the project.

During the conceptual design process, a site visit was conducted to assess the feasibility of the project and to anticipate any obstacles involved with the project such as drainage and environmental concerns. Care was taken during the conceptual design process to ensure that the design would account for such concerns. From the conceptual design process, a detailed engineer's estimate was developed by breaking the project down into components and using anticipated construction costs for each individual component of the project. Lastly, additional costs were included for project design and construction, and a contingency for unanticipated costs was also included.

III. Project Cost Estimate *(See Instructions)*

All project costs must be accounted for on this form, even if substantial elements of the overall project are to be funded by other sources.

Do not enter in shaded fields (calculated - read only). Round all costs up to the nearest hundred dollars. Once all costs and the desired HSIP/Total ratios are entered, click "Check Cost Estimate" to perform validation. If errors are detected, they will appear below the button. Click it to check again each time when the costs have been revised.

Phase	Total Cost	HSIP/Total (%)	HSIP Funds	Local/Other Funds	
Preliminary Engineering	Environmental	\$48,000	90 (%)	\$43,200	\$4,800
	PS&E	\$48,000	90 (%)	\$43,200	\$4,800
	PE Subtotal	\$96,000		\$86,400	\$9,600
<input type="checkbox"/> Agency does NOT request HSIP funds for PE Phase (automatically checked if PE - HSIP funds is \$0).					
Right of Way	Right of Way Engineering			\$0	\$0
	Appraisals, Acquisitions & Utilities			\$0	\$0
	ROW Subtotal			\$0	\$0
Construction Engineering & Construction	Construction Engineering	\$58,500	90 (%)	\$52,600	\$5,900
	Construction	\$390,000	90 (%)	\$351,000	\$39,000
	CON Subtotal	\$448,500		\$403,600	\$44,900
Non - Infrastructure (NI)	NI Elements			\$0	\$0
Total Cost		\$544,500	90 (%)	\$490,000	\$54,500

Click to Check Cost Estimate (See Notes in Instructions)

No errors have been found in the cost estimate.

IV. Implementation Schedule *(See Instructions)*

The local agency is expected to deliver the project per Caltrans Local Assistance [safety program delivery requirements](#). In order for the milestones to be calculated correctly, all fields needs to be filled in. For steps that are not applicable, enter "0".

Target Date for the Project's Amendment into the FTIP:

01/01/2014

Time for agency to internally staff project and request PE authorization

3 Month(s)

Typical Time for Caltrans and FHWA to process and approve PE authorization

2 Month(s)

Proposed PE Authorization Date:

06/02/2014

(PE Authorization Delivery Milestone)

Will external consultants be required to complete the PE phase of this project?

Yes

Additional time needed to the Delivery Process for hiring PE consultant(s)

6 Month(s) (0 - 6)

Time to prepare environmental studies request

2 Month(s)

Time to complete CEQA/NEPA studies/approvals

4 Month(s)

See PES Form in the LAPM for Typical studies and permits

Time to complete the Right of Way Acquisition (federal process)

0 Month(s)

Plan on 18 months minimum for federal process including a condemnation

Time to complete final PS&E documentation

6 Month(s)

Other

2 Month(s)

Expected Completion Date for the PE Phase:

01/31/2016

Time for agency to request CON authorization

2 Month(s)

Typical Time for Caltrans and FHWA to process and approve CON Auth

3 Month(s)

Proposed CON Authorization Date:

07/01/2016

(CON Authorization Delivery Milestone)

Time included for the agency's workload-leveling or construction-window needs

2 Month(s)

Time to award contract with CON contractor (following the federal process, including Board/Council approval, advertise, award, execute and mobilize)

3 Month(s)

Time to complete construction

2 Month(s)

Time included for closing the CON contract

4 Month(s)

Other

2 Month(s)

Expected Completion Date for the CON Phase:

07/31/2017

Time to complete the project close-out process

2 Month(s)

Typical Time for Caltrans and FHWA to process and approve project close-out

3 Month(s)

Expected Completion Date for the project Close-Out:

12/30/2017

(Close-Out Delivery Milestone)

V. Countermeasures, Crash Data and Benefit/Cost Ratio [\(See Instructions\)](#)

In the process of completing this application, the Local Agency is required to utilize the Benefit/Cost Ratio Calculation Tool that is included in the Safe Transportation research and Education Center (SafeTREC) Transportation Injury Mapping System (TIMS) web site. This **web site** can be assessed at <http://tims.berkeley.edu/>

The final output summary page from TIMS must be included as part of the official application (both electronically and hard copy). The hard copy page must be included in the application as one of the attachments.

In order to facilitate the electronic collection and tracking of this data, Caltrans is requiring agencies to manually enter some of the key "input data" and "output data" used in their final TIMS B/C Ratio. ***NOTE: If any of the values inputted on this sheet do not match the values from the TIMS B/C Ratio Output Summary sheet, THE APPLICATION WILL BE REJECTED. Be Careful and confirm the numbers!***

TIMS Application ID: (This ID is generated by this form.
TIMS Application ID must match this ID.)

Version (from TIMS) : Crash Data Period: from to

Total Project Cost: (This must match the total project cost in Section III.)

Countermeasure Information

Number of countermeasures utilized:

Countermeasure

- #1:
- #2:
- #3:

B/C Ratio Calculation

	Expected Benefit (Life)	Expected Cost	Resulting B/C
Countermeasure #1	<input type="text" value="\$7,157,640"/>	<input type="text" value="\$381,711"/>	<input type="text" value="18.75"/>
Countermeasure #2	<input type="text" value="\$475,860"/>	<input type="text" value="\$162,789"/>	<input type="text" value="2.92"/>
Countermeasure #3	<input type="text"/>	<input type="text"/>	<input type="text" value="0.00"/>
Project's Total (Overall)	<input type="text" value="\$7,633,500"/>	<input type="text" value="\$544,500"/>	<input type="text" value="14.02"/>

VI. Application Attachments [\(See Instructions\)](#)

Check all attachments included in this application.

- Vicinity map /Location map (Required)
- Project map showing existing and proposed conditions (Required)
- Pictures of Existing Condition (Required)
- Collision diagram(s) (Required)
- Collision summary report / list (Required)
- TIMS B/C output summary sheet (Required)
- Detailed Engineer's Estimate (Required)
- Warrant studies (Required when applicable)
- Letter of Support from Caltrans (Required when applicable)
- Non-Infrastructure (NI) Activity Worksheet and NI Cost Estimate (Required when applicable)
- Additional narration, documentation, letters of support, etc. (optional)

VII. Application Data Verification and Signature [\(See Instructions\)](#)

Part A. Engineer's Signature and Stamp

Chapter 7; Article 3; Section 6735 of the Professional Engineer's Act of the State of California requires engineering calculation(s) or report(s) be either prepared by or under the responsible charge of a licensed civil engineer. Since this HSIP application defines the scope of work of a future construction project and requires complex engineering principles and calculations which are based on the best data available at the time of the application, the application must be signed and stamped by a registered civil or traffic engineer.

By signing and stamping this HSIP application, the engineer is attesting to this application's technical information and engineering data upon which local agency's recommendations, conclusions, and decisions are made and upon which statewide funding will be determined, including:

1. All likely project costs associated with the project scope of work are included in the Total Project Cost;
2. Each countermeasure included represents a minimum of 15% of the construction costs and is applied consistently with Appendix B of the Local Roadway Safety Manual;
3. All crash data is: 1) accurately shown in collision diagram(s) and collision summary report(s) attached to this application; and 2) applied to countermeasures using generally accepted traffic engineering principles; and
4. When applicable, all traffic warrant studies have been prepared per the CA-MUTCD.

Registered Engineer:

Name (Last, First):

Title:

Engineer License Number

Signature*: 

Date:

Engineer's Stamp*:



Part B. Transportation Manager's Signature

To ensure the application's quality and the agency's commitment to deliver the safety project in an expedited manner, the application must be signed by the Agency's Transportation/Traffic Engineering Manager.

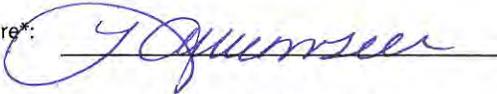
By signing this application, the manager is attesting to:

1. All data in the application is accurate and represents the total scope of the planned project;
2. The agency understands the Project Delivery Requirements for the HSIP Program and is prepared to deliver the project with these requirements; and
3. The agency understands if Caltrans staff determine that any of the above requirements are not met, or data is inaccurate, or the application fails to meet the program guidelines and application instructions, the application will be rejected and will not be eligible to receive federal safety funding. Due to time constraints in the evaluation process, applicants will not be notified until after the selection process is complete. Refer to Application Form Instructions for more information.

Transportation Manager:

Name (Last, First):

Title:

Signature*: 

Date:

* Note: The signatures and the engineer's stamp are only expected on the two hard copies of the application. The electronic copy of this PDF form must be saved in the original format (NOT a scanned copy) so the application data can be extracted.



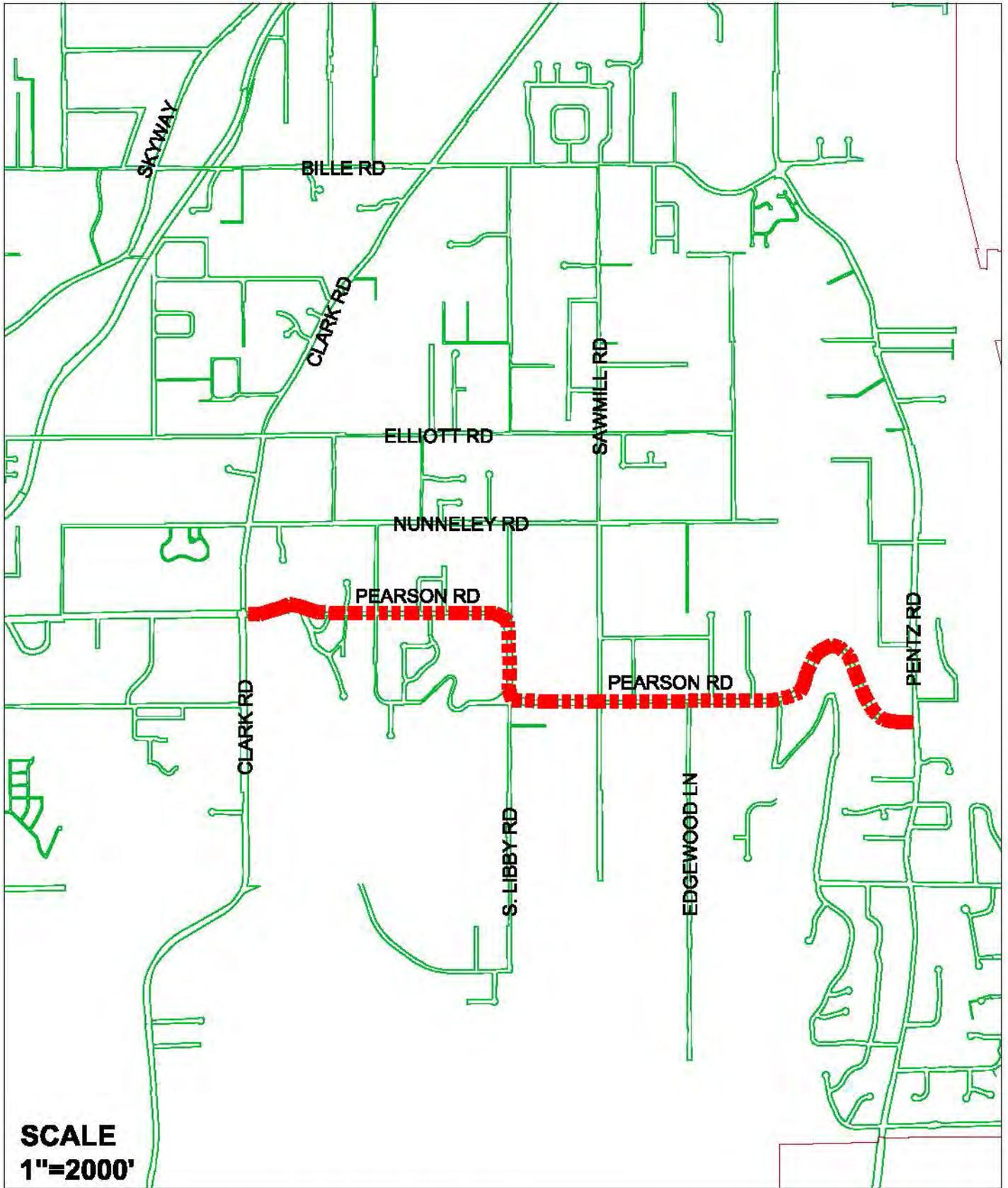
Town of Paradise

Highway Safety Improvement Program Application Attachments

03-Paradise-3



Vicinity Map



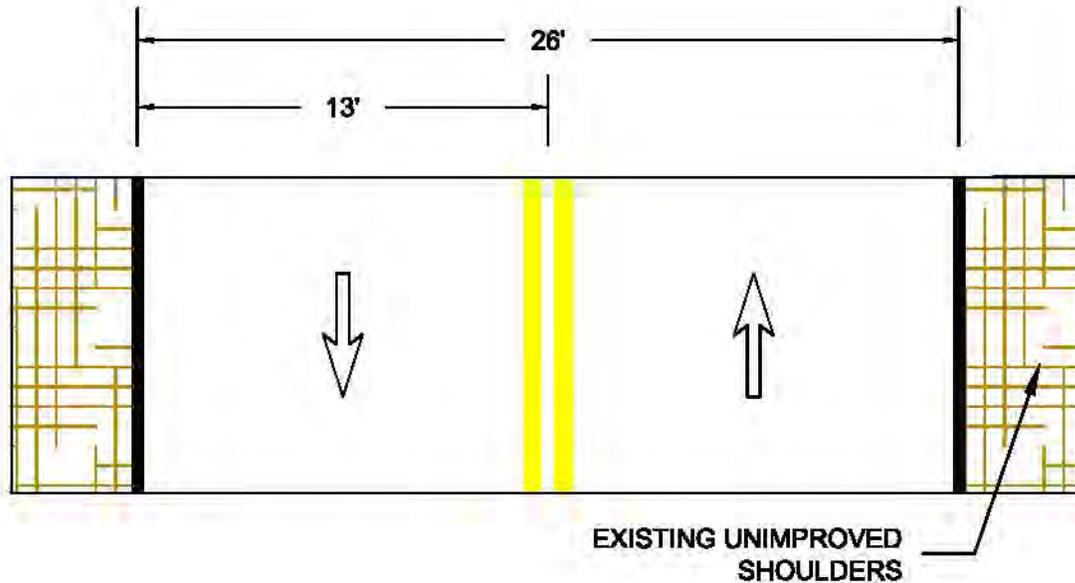
TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT

5555 Skyway
Paradise, California 95969
Phone: (530) 872-6291 Fax: (530) 877-5059

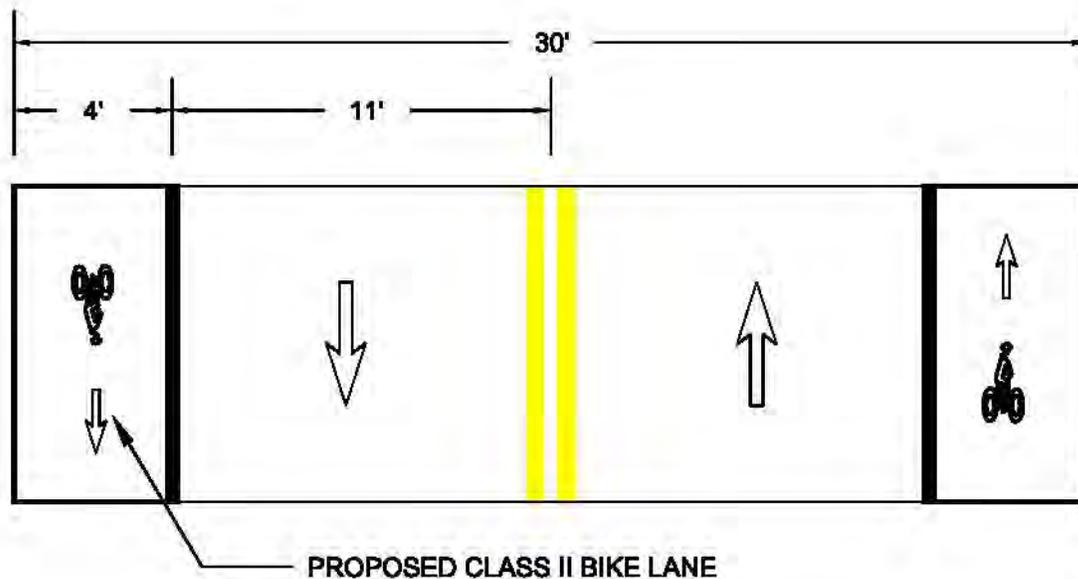
Highway Safety Improvement Program
Pearson Road Widening and Bike Lanes
Vicinity Map



Project Map Showing Existing & Proposed Conditions



EXISTING ROAD CROSS SECTION



PROPOSED ROAD CROSS SECTION WITH BIKE LANE

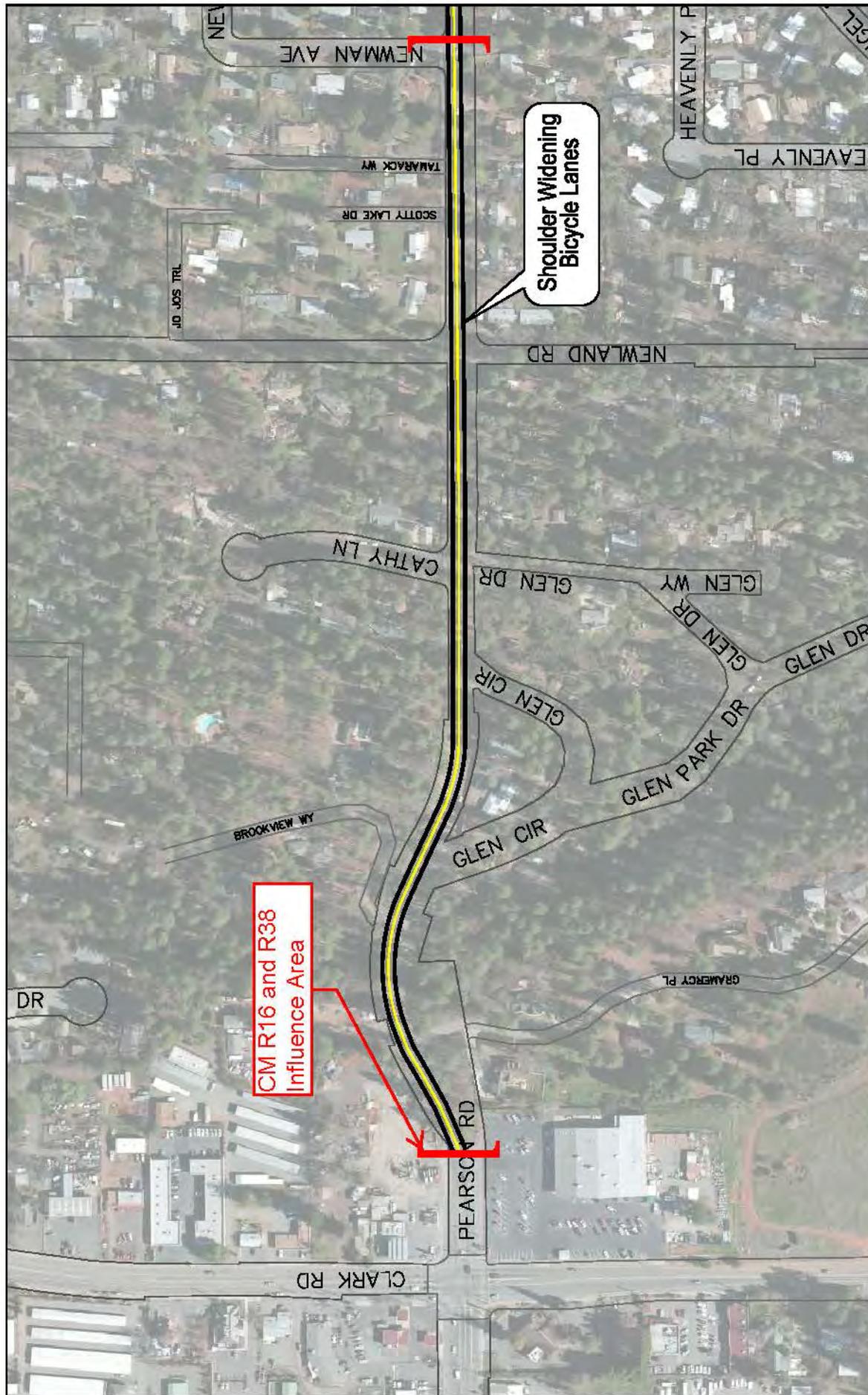
- NOTES:
1. MIN. WIDENING OF 4 FT TOTAL
 2. LANES TO BE REDUCED FROM 13' TO 11'
 3. WIDENING MAY VARY ON EACH SIDE OF ROAD 0'-4' TO ACHIEVE DESIRED SHOULDER/BIKE LANE
 3. CENTERLINE WILL SHIFT AS NEEDED



TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT

5555 Skyway
Paradise, California 95969
Phone: (530) 872-6291 Fax: (530) 877-5059

Highway Safety Improvement Program
Pearson Road Widening and Bike Lanes
Typical Existing and Proposed Conditions
Clark Road to Pentz Road



SCALE 1" = 300'

TOWN OF PARADISE
PUBLIC WORKS DEPARTMENT

5555 Skyway
 Paradise, California 95969
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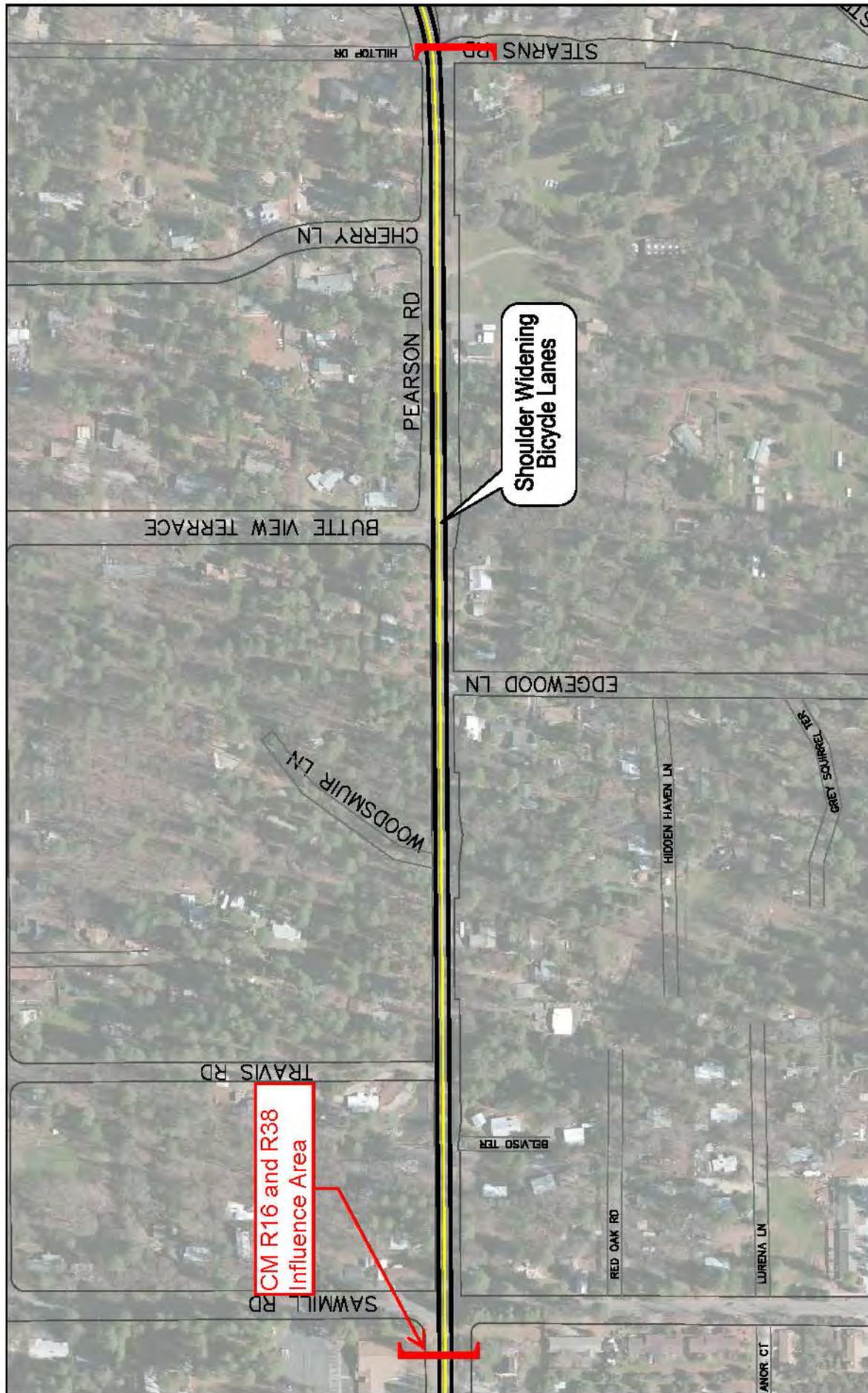


SCALE 1" = 300'

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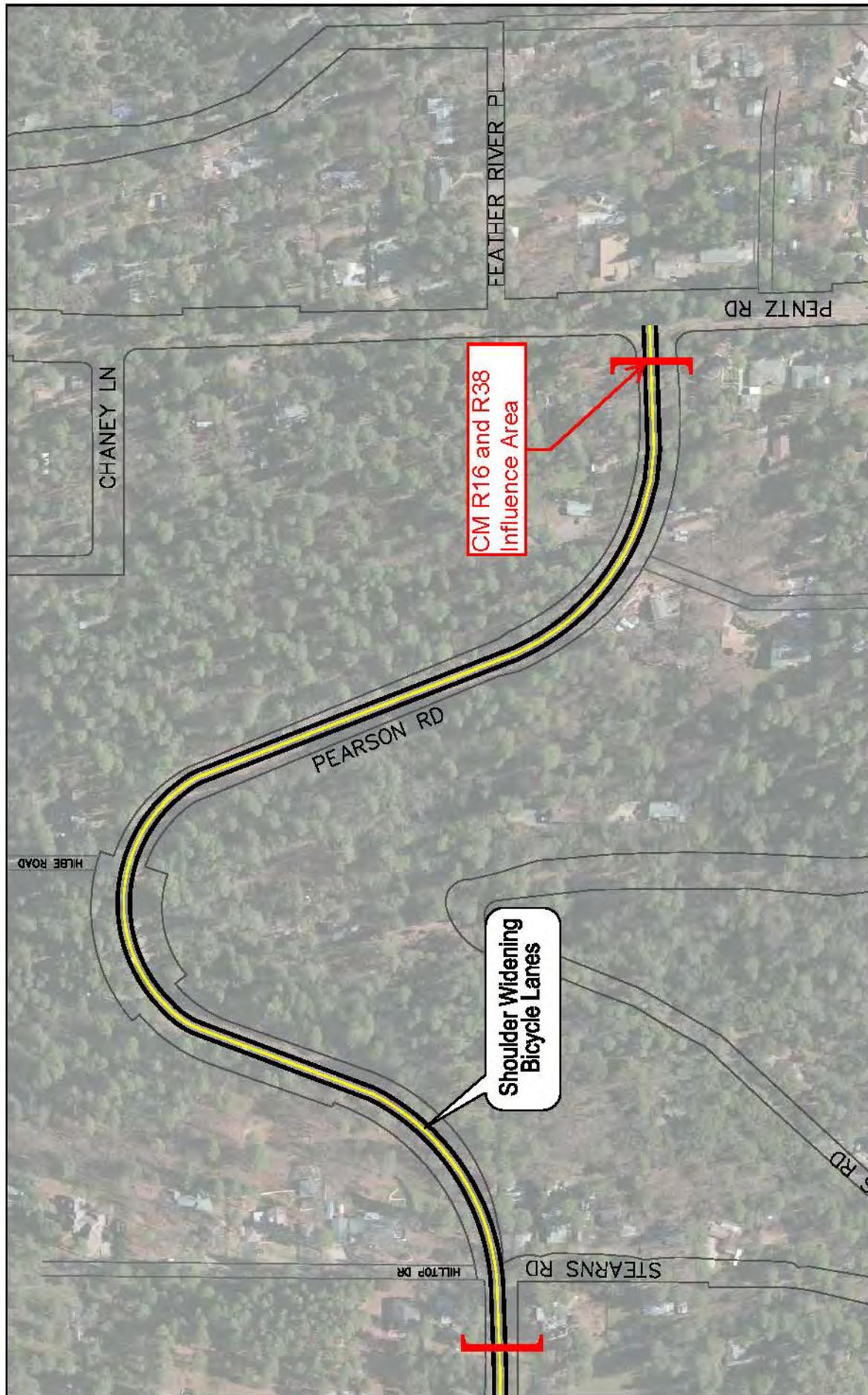


SCALE 1" = 300'

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SCALE 1" = 300'

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Pictures of Existing Conditions

Attachment 1

*Town of Paradise
Highway Safety Improvement Program Application*

Proposed Shoulder Widening / Bicycle Lanes along Pearson Road



Photographs of Existing Conditions



Collision Diagrams from TIMS

Attachment 1

7/3/13

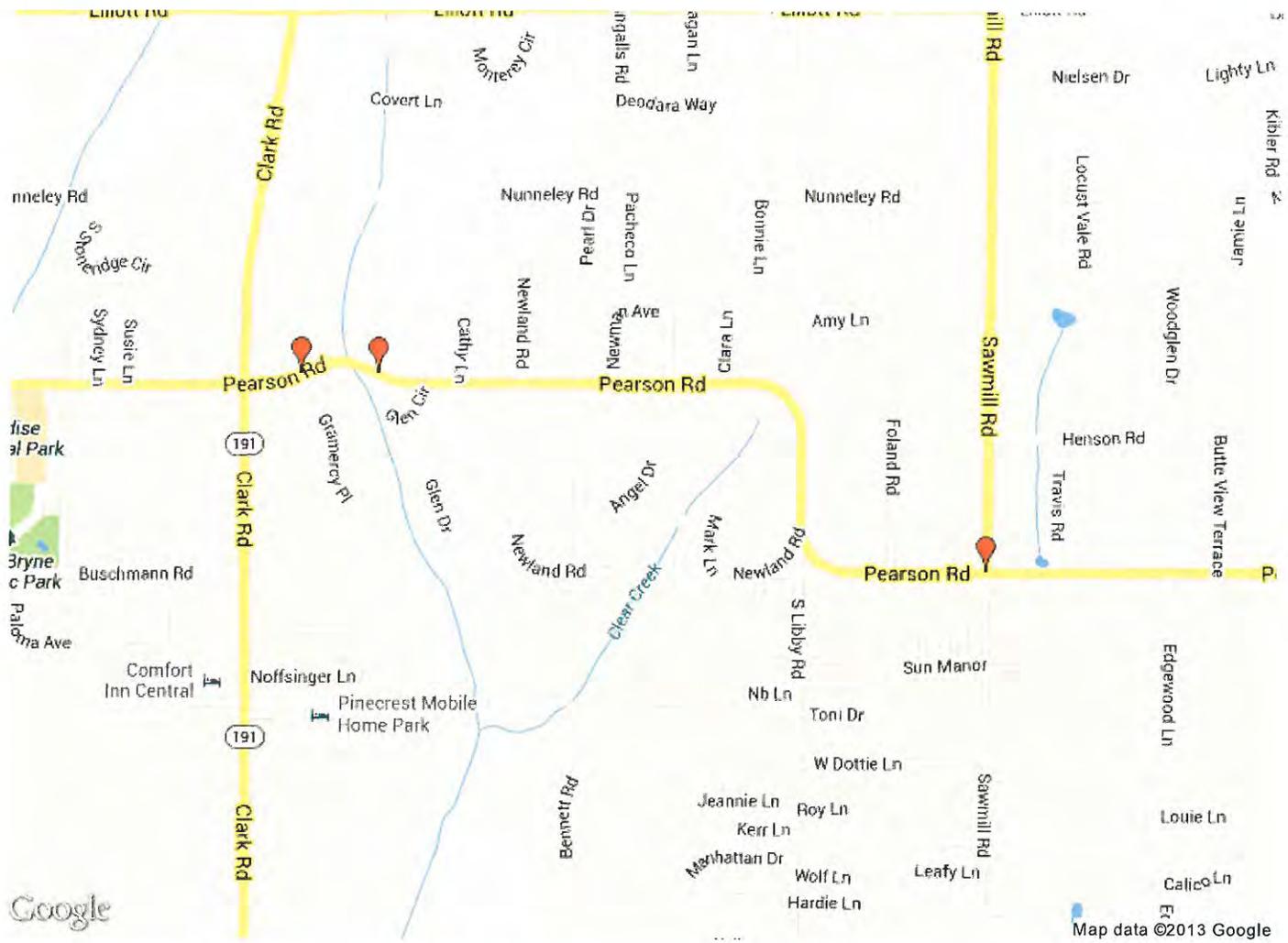
Transportation Injury Mapping System (TIMS)

Application Form correctly, **DO NOT SIGN** if any of this is not the case.

Project Information
 Application ID:
 Pearson Road Widening
 & Bike Lane Project
 Crash Data:
 5 years
 From 01/01/2007
 To 12/31/2011

Countermeasure 2 Information
 CM Number: R36
 Mod: Ped and Bike
 Name: Install bike lanes
 Crash Type: **Ped & Bike**
 CRF: 35
 Life: 20

Legend
 Fatality - from File
 Other - from File
 Fatality - User Input
 Other - User Input



Crash Summary in the map

Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total
Ped & Bike	0	1	1	1	0	3

Safety Practitioner / Engineer: Marc Mattox

Signature: 

By signing this B/C Calculator Map Result, you are attesting to your authority / responsibility at your local agency for this work and you are attesting to the accuracy of the values on this page and that they have been entered into the HSIP

Attachment 1

7/24/13

Transportation Injury Mapping System (TIMS)

Application Form correctly, DO NOT SIGN if any of this is not the case.



Collision Summary Report / List

Collision Severity Summary		
1	Fatality	1
2	Severe Injury	4
3	Injury - Other Visible	7
4	Injury - Complaint of Pain	12
5	Property Damage Only	0
	Total	24

Attachment 1

Town of Paradise
HSIP ApplicationJanuary 1, 2007 to December 31, 2011
CM R16Pearson Rd Widening and Bike Lane
TIMS Collision Data (ALL)

CASEID	PRIMARYRD	SECOND	DISTANCE	DIRECT	INTERSECT	PROCDATE	JURIS	DATE	TIME	BADGE	JURIDIST	SHIFT	POP	SPECIAL	BEATTYPE
2994114	PEARSON RD	PARADISE AV	40	E	N	6/28/2007	405	1/4/2007	924	40		5	4	0	0
3282506	PEARSON RD	EDGEWOOD LN	35	E	N	9/11/2007	405	4/12/2007	759	40		5	4	0	0
3282518	NEWLAND RD	PEARSON RD	15	N	N	9/11/2007	405	4/14/2007	1113	31	405	5	4	0	0
3349696	PEARSON RD	GRAMERCY PL	221	W	N	2/20/2008	405	9/2/2007	1705	35	405	5	4	0	0
3353873	PEARSON RD	NEWLAND RD	12	W	N	12/17/2007	405	7/25/2007	1633	35	PARA	5	4	0	0
3549356	PEARSON RD	SAWMILL RD	0		Y	6/24/2008	405	12/28/2007	1645	40		5	4	0	0
3624036	PEARSON RD	NEWLAND RD	0		Y	9/5/2008	405	2/5/2008	1210	30	405	5	4	0	0
3683824	SAWMILL RD	PEARSON RD	0		Y	9/28/2008	405	3/28/2008	1047	35	PARA	5	4	0	0
3735250	PEARSON RD	NEWLAND RD	0		Y	12/10/2008	405	5/5/2008	1708	28		5	4	0	0
3735254	PEARSON RD	GLEN DR	84	W	N	12/10/2008	405	5/6/2008	1529	12	405	5	4	0	0
3878882	PEARSON RD	BABBLING BROOK	18	N	N	2/3/2009	405	7/8/2008	1759	34		5	4	0	0
3878906	PEARSON RD	MIDDLE LIBBY RD	0		Y	2/3/2009	405	7/14/2008	914	30	405	5	4	0	0
3915381	PEARSON RD	HILLTOP DR	936	E	N	4/1/2009	405	8/16/2008	1610	24		5	4	0	0
3998317	PEARSON RD	GRAMERCY PL	105	W	N	7/7/2009	405	11/12/2008	1617	33	405	5	4	0	0
4075583	PEARSON RD	GLENN CIR	58	E	N	8/4/2009	405	12/9/2008	1530	30	405	5	4	0	0
4082892	PEARSON RD	PENTZ RD	528	W	N	8/29/2009	405	1/23/2009	953	30	405	5	4	0	0
4104079	PEARSON RD	SAWMILL RD	0		Y	9/5/2009	405	1/30/2009	755	30		5	4	0	0
4134023	PEARSON RD	STEARNS RD	50	W	N	9/23/2009	405	2/9/2009	1509	28		5	4	0	0
4286032	PEARSON RD	HILBE DR	310	W	N	2/23/2010	405	6/13/2009	2058	26		5	4	0	0
4406745	PEARSON RD	NEWLAND RD	0		Y	6/14/2010	405	9/21/2009	1138	40		5	4	0	0
4812369	PEARSON RD	SAWMILL RD	0		Y	7/15/2011	405	7/2/2010	1406	33	PARAD	5	4	0	0
4863562	PEARSON RD	GRAMERCY LN	31	N	N	8/29/2011	405	8/26/2010	1419	33		5	4	0	0
4905666	PEARSON RD	TRAVIS LN	0		Y	9/27/2011	405	9/30/2010	1859	33	PARAD	5	4	0	0
5292682	PEARSON RD	STONEHURST DR	201	E	N	11/30/2012	405	7/1/2011	2350	1	7	5	4	0	0

Attachment 1

Town of Paradise
HSIP Application

January 1, 2007 to December 31, 2011
CM R16

Pearson Rd Widening and Bike Lane
TIMS Collision Data (ALL)

CASEID	LAPDDIV	BEATCLAS	BEATNUMB	WEATHER2	STATEHW	CALTRANC	CALTRAND	STROUTE	ROUTESUF	POSTPRE	POSTMILE	LOCATYPE	RAMP	SIDEHW	TOWAWAY	PARTIES	PCF	VIOLCODE	VIOL	VIOLSUB	HITRUN	ROADSURF	RDCOND1	RDCOND2	LIGHTING
2994114		0	SOU	-	N		0	0			0				Y	2	A	-	22103		N	B	H	-	A
3282506		0		-	N		0	0			0				Y	1	A	-	22350		N	A	H	-	A
3282518		0		-	N		0	0			0				N	1	A	-	21650		N	B	H	-	A
3349696		0	SOU	-	N		0	0			0				Y	2	A	-	21801	A	N	A	H	-	A
3353873		0	SOU	-	N		0	0			0				Y	2	A	-	22350		N	-	-	-	A
3549356		0	SOU	-	N		0	0			0				Y	2	A	-	23152	A	N	B	H	-	B
3624036		0		-	N		0	0			0				N	2	A	-	21801	A	N	A	H	-	A
3683824		0	SOU	-	N		0	0			0				Y	2	A	-	22450	A	N	A	H	-	A
3735250		0	OOS	-	N		0	0			0				Y	3	A	-	21802	A	N	A	H	-	A
3735254		0	5	-	N		0	0			0				N	2	A	-	22350		N	A	H	-	A
3878882		0	OOS	-	N		0	0			0				Y	1	A	-	23152	A	N	A	H	-	A
3878906		0	SOU	-	N		0	0			0				Y	1	A	-	22350		N	A	H	-	A
3915381		0		-	N		0	0			0				Y	3	A	-	23152	A	N	A	H	-	A
3998317		0	SOU	-	N		0	0			0				N	3	A	-	21650		N	A	G	-	A
4075583		0	SOU	-	N		0	0			0				N	2	A	-	21200	5	N	A	H	-	A
4082892		0		-	N			0			0				Y	2	A	-	22350		N	B	H	-	A
4104079		0	SOUTH	-	N			0			0				N	2	A	-	22450	A	N	A	H	-	A
4134023		0	5	-	N			0			0				Y	2	A	-	22350		F	A	H	-	A
4286032		0	SOUTH	-	N			0			0				Y	1	A	-	23152	A	N	A	H	-	D
4406745		0	SOUTH	-	N			0			0				Y	2	A	-	21804	A	N	A	H	-	A
4812369		0	OOS	-	N			0			0				Y	2	A	-	23152	A	N	A	H	-	A
4863562		0	5	-	N			0			0				Y	1	A	-	21650		N	A	H	-	A
4905666		0	5	-	N			0			0				Y	2	A	-	22350		N	A	H	-	B
5292682		0		-	N			0			0				Y	1	A	-	23152	A	N	A	H	-	C

Attachment 1

Town of Paradise
HSIP Application

January 1, 2007 to December 31, 2011
CM R16

Pearson Rd Widening and Bike Lane
TIMS Collision Data (ALL)

CASEID	RIGHTWAY	CHPRDTYP	NOTPRIV	STFAULT	CHPFAULT	SEVINJ	OTHERINJ	COP	PEDKILL	PEDINJ	BICKILL	BICINJ	MCKILL	MCINJURE	RAMP1	RAMP2	CITY	COUNTY	STATE	X_CHP	Y_CHP
2994114	D	0	Y	A	1	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3282506	D	0	Y	C	2	0	0	1	0	0	0	0	0	1	-	-	PARADISE	BUTTE	CA	0	0
3282518	A	0	Y	-	-	0	1	0	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3349696	D	0	Y	D	22	0	1	0	0	0	0	0	0	1	-	-	PARADISE	BUTTE	CA	0	0
3353873	-	0	Y	C	2	1	1	0	0	0	0	0	0	1	-	-	PARADISE	BUTTE	CA	0	0
3549356	D	0	Y	-	-	0	0	3	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3624036	D	0	Y	-	-	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3683824	D	0	Y	A	1	0	1	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3735250	A	0	Y	-	-	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3735254	D	0	Y	-	-	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3878882	D	0	Y	-	-	0	1	0	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3878906	D	0	Y	-	-	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3915381	D	0	Y	-	-	1	1	2	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
3998317	D	0	Y	-	-	1	0	0	0	1	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4075583	D	0	Y	L	4	0	0	1	0	0	0	1	0	0	-	-	PARADISE	BUTTE	CA	0	0
4082892	D	0	Y	-	-	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4104079	A	0	Y	-	-	0	1	0	0	1	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4134023	D	0	Y	-	-	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4286032	D	0	Y	A	1	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4406745	A	0	Y	-	-	0	1	0	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4812369	A	0	Y	-	-	0	0	1	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4863562	D	0	Y	-	-	0	1	0	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4905666	D	0	Y	-	-	0	0	2	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
5292682	D	0	Y	-	-	1	0	0	0	0	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0

Collision Severity Summary		
1	Fatality	0
2	Severe Injury	1
3	Injury - Other Visible	1
4	Injury - Complaint of Pain	1
5	Property Damage Only	0
	Total	3

Attachment 1

Town of Paradise
HSIP Application

January 1, 2007 to December 31, 2011
CM R36

Pearson Rd Widening and Bike Lanes
TIMS Collision Data (PED BIKE)

CASEID	POINT_X	POINT_Y	YEAR	LOCATION	CHPTYPE	DAYWEEK	CRASHSEV	VIOLCAT	KILLED	INJURED	WEATHER1	PEDCOL	BICCOL	MCCOL	TRUCKCOL	ETOH	TIMECAT	MONTH	CRASHTYP	INVOLVE	PED
3998317	-121.6063269	39.7524147	2008	405	0	3	2	5	0	1	A	Y					1800	11	G	B	E
4075583	-121.6043849	39.75239182	2008	405	0	2	4	1	0	1	A		Y			Y	1800	12	B	D	A
4104079	-121.58902	39.74858	2009	405	0	5	3	12	0	1	A	Y					900	1	G	B	D

Attachment 1

Town of Paradise
HSIP Application

January 1, 2007 to December 31, 2011
CM R36

Pearson Rd Widening and Bike Lanes
TIMS Collision Data (PED BIKE)

CASEID	PRIMARYRD	SECOND	DISTANCE	DIRECT	INTERSECT	PROCDATE	JURIS	DATE	TIME	BADGE	JURIDIST	SHIFT	POP	SPECIAL	BEATYPE	LAPDDIV	BEATCLAS
3998317	PEARSON RD	GRAMERCY PL	105	W	N	7/7/2009	405	11/12/2008	1617	33	405	5	4	0	0		0
4075583	PEARSON RD	GLENN CIR	58	E	N	8/4/2009	405	12/9/2008	1530	30	405	5	4	0	0		0
4104079	PEARSON RD	SAWMILL RD	0		Y	9/5/2009	405	1/30/2009	755	30		5	4	0	0		0

Attachment 1

Town of Paradise
HSIP Application

January 1, 2007 to December 31, 2011
CM R36

Pearson Rd Widening and Bike Lanes
TIMS Collision Data (PED BIKE)

CASEID	BEATNUMB	WEATHER2	STATEHW	CALTRANC	CALTRAND	STROUTE	ROUTESUF	POSTPRE	POSTMILE	LOCATYPE	RAMP	SIDEHW	TOWAWAY	PARTIES	PCF	VIOLCODE	VIOL	VIOLSUB	HITRUN	ROADSURF	RDCOND1	RDCOND2	LIGHTING	RIGHTWAY	CHPRDTYP
3998317	SOU	-	N		0	0			0				N	3	A	-	21650		N	A	G	-	A	D	0
4075583	SOU	-	N		0	0			0				N	2	A	-	21200	5	N	A	H	-	A	D	0
4104079	SOUTH	-	N			0			0				N	2	A	-	22450	A	N	A	H	-	A	A	0

Attachment 1

Town of Paradise
HSIP Application

January 1, 2007 to December 31, 2011
CM R36

Pearson Rd Widening and Bike Lanes
TIMS Collision Data (PED BIKE)

CASEID	NOTPRIV	STFAULT	CHPFAULT	SEVINJ	OTHERINJ	COP	PEDKILL	PEDINJ	BICKILL	BICINJ	MCKILL	MCINJURE	RAMP1	RAMP2	CITY	COUNTY	STATE	X_CHP	Y_CHP
3998317	Y	-	-	1	0	0	0	1	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0
4075583	Y	L	4	0	0	1	0	0	0	1	0	0	-	-	PARADISE	BUTTE	CA	0	0
4104079	Y	-	-	0	1	0	0	1	0	0	0	0	-	-	PARADISE	BUTTE	CA	0	0



TIMS B/C Output Summary Sheet

Benefit / Cost Calculation Result

1. Project Information

Application ID	Pearson Road Widening & Bike Lane Project	Version	1
----------------	---	---------	---

2. Countermeasures and Crash Data

Crash Data Time Period	01/01/2007	to	12/31/2011	Years	5
------------------------	------------	----	------------	-------	---

• Widen shoulder (paved)

CM Number	Project Type	Crash Type	CRF	Life
R16	Geometric Mod.	All	30	20

Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total
All	1	4	7	12	0	24

Annual Benefit	\$ 357,882	Cost	\$ 381,711
Life Benefit	\$ 7,157,640	B/C Ratio	18.75

• Install bike lanes

CM Number	Project Type	Crash Type	CRF	Life
R36	Ped and Bike	Ped & Bike	35	20

Crash Type	Fatality (Death)	Severe Injury	Injury - Other Visible	Injury - Complaint of Pain	Property Damage Only	Total
Ped & Bike	0	1	1	1	0	3

Annual Benefit	\$ 23,793	Cost	\$ 162,789
Life Benefit	\$ 475,860	B/C Ratio	2.92

3. Benefit Cost Result

Total Benefit	\$ 7,633,500
Total Cost	\$ 544,500
B/C Ratio	14.02

Safety Practitioner / Engineer: Marc Mattox

Signature:

By signing this B/C Calculation Result, you are attesting to your authority / responsibility at your local agency for this work and you are attesting to the accuracy of the values on this page and that they have been entered into the HSIP Application Form correctly, **DO NOT SIGN** if any of this is not the case.



Detailed Engineer's Estimate

Detailed Engineer's Estimate and Cost Breakdown by Countermeasure For Construction Items Only

**Important: Read the Instructions in the other sheet before entering data.
Do not enter in shaded fields (with formulas).**

Agency:	Town of Paradise	Application ID:	03-Paradise-3	Prepared by:	Marc A. Mattox	Date:	7/25/2013
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Project Description: Project scope includes shoulder widening of Pearson Road between Clark Road and Pentz Road and reduction in travel lane widths to accommodate bicycle lanes.

Project Location: Project is located along Pearson Road between Clark Road and Pentz Road in Paradise, California.

Engineer's Estimate (for Construction Items Only)														
Item No.	Item Description	Quantity	Units	Unit Cost	Total	Safety-Related Costs			Other Safety-Related Costs			Non Safety-Related Costs		
						CM1 R16 - Widen Shoulder	CM2 R36 - Bike Lanes	CM3	CM #1	CM #2	CM #3		Other Safety	Non Safety
						%	\$	%	\$	%	\$	%	\$	
1	Mobilization	1	LS	\$10,000.00	\$10,000	60	\$6,000	40	\$4,000					
2	Traffic Control	1	LS	\$5,000.00	\$5,000	60	\$3,000	40	\$2,000					
3	Clearing & Grubbing	1	LS	\$10,000.00	\$10,000	60	\$6,000	40	\$4,000					
4	Demolition	1	LS	\$35,000.00	\$35,000	60	\$21,000	40	\$14,000					
5	Class II Aggregate Base	3150	TON	\$25.00	\$78,750	100	\$78,750							
6	Hot Mix Asphalt	1312	TON	\$100.00	\$131,200	100	\$131,200							
7	Type III Microsurfacing	14833	SY	\$2.50	\$37,083			100	\$37,083					
8	Minor Concrete, Curb and Gutter	500	LF	\$22.00	\$11,000					100	\$11,000			
9	Thermoplastic Striping, Detail 22	8900	LF	\$1.50	\$13,350			100	\$13,350					
10	Thermoplastic Striping, Detail 39	17300	LF	\$1.25	\$21,625			100	\$21,625					
11	Thermoplastic Striping, Detail 39a	500	LF	\$1.25	\$625			100	\$625					
12	Thermoplastic Markings	224	SF	\$4.00	\$896			100	\$896					
Sub Total of Construction Items:					\$354,529		\$245,950		\$97,579		\$11,000			
% of "Construction Items only" Cost per Countermeasure (Yellow fields - To be entered in TIMS B/C Calculator)														
Construction Item Contingencies (% of Con Items):														
Enter in the cell to the right					10.00%									
Total (Construction Items & Contingencies):					35,453									
Maximum "HSIP/Total" percentage allowed for Construction					90%									

(Rounded up to the nearest hundreds)

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR:
 PREFIX: HSIPL
 PROJECT NO: 5425(027)
 SEQ NO: 1
 STATE PROJ NO: 0314000141L-N
 AGENCY: PARADISE
 ROUTE:
 TIP DATA
 MPO: BCAG
 FTIP YR: 13/14
 STIP REF: 202-0000-0070
 DISASTER NO:
 BRIDGE NO'S:

PROJECT LOCATION:
 PEARSON ROAD BETWEEN CLARK AND PENTZ
 TYPE OF WORK:
 SHOULDER WIDENING/REDUCTION IN TRAVEL LANES
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: DELEGATED/LOCAL ADMIN
 ENV STATUS / DT:
 RW STATUS / DT:
 INV RTE:
 BEG MP:
 END MP:

PREV AUTH / AGREE DATES:
 PE:
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

PROG CODE	LINE NO	IMPV TYPE	FUNC SYS	URBAN AREA	URB/RURAL	DEMO ID
MS30	10	15	M		URBAN	

FUNDING SUMMARY

PHASE	PROJECT COST	FEDERAL COST	AC COST
PE			
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
THIS REQUEST	\$96,000.00	\$86,400.00	\$0.00
SUBTOTAL	\$96,000.00	\$86,400.00	\$0.00
R/W			
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
THIS REQUEST	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00	\$0.00	\$0.00
CON			
PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
THIS REQUEST	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL:	\$96,000.00	\$86,400.00	\$0.00

STATE REMARKS

03/14/2014 SEQ 1 authorizing PE via lump sum appropriation. Project is being moved from 15/16 to 13/14 via EPSP.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: PRE
 FOR: PE
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: HASLEM, FELICIA
 REVIEWED IN FADS BY: YANG, ALBERT
 SUBMITTED IN FADS BY: VONGJESDA, SUNATE
 PROCESSED IN FADS BY: HUEY, SHUN
 APPROVED IN FMIS BY: TASIA PAPAJOHN

ON 03/11/2014 740-4984
 ON 03/14/2014 651-0015
 ON 03/24/2014 FOR CALTRANS
 ON 03/25/2014 FOR FHWA
 ON 04/01/2014

SIGNATURE HISTORY FOR PROJECT NUMBER 5425(027) AS OF 04/02/2014

FHWA FMIS 4.0 SIGNATURE HISTORY

MOD #	SIGNED BY	SIGNED ON
0	SHUN HUEY	03/26/2014
	GARY J. SWEETEN	03/27/2014
	TASIA PAPAJOHN	04/01/2014

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

<u>DOCUMENT TYPE</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
AUTH/AGREE	VONGJESDA, SUNATE	03/24/2014

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

03-But-Town of Paradise **HSIPL 5425 (027)**
 Dist.-Co.-Rte. (or Local Agency) P.M./P.M. E.A/Project No. Federal-Aid Project No. (Local Project)/Project No.

PROJECT DESCRIPTION: (Briefly describe project including need, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary.)

The Town of Paradise proposes a safety project to widen the shoulders of Pearson Road from Clark Road to Pentz Road and install bicycle lanes to provide a dedicated area for bicycle transportation. Overhead utility lines and various roadside drainages may need to be relocated and upgraded to accommodate the new and widened roadway shoulders. No right of way acquisition is required for the project. Based on project evaluation, it has been determined that no adverse environmental impacts will result from the proposed project.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal and supporting information, the following statements are true and exceptions do not apply (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law.
- There will not be a significant cumulative effect by this project and successive projects of the same type in the same place, over time.
- There is not a reasonable possibility that the project will have a significant effect on the environment due to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway.
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

CALTRANS CEQA DETERMINATION (Check one)

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

Categorically Exempt Class . (PRC 21084; 14 CCR 15300 et seq.)

Categorically Exempt. General Bure exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3].)]

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b).

CALTRANS NEPA DETERMINATION (Check one)

23 USC 326: The State has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an environmental assessment or environmental impact statement under the National Environmental Policy Act. The State has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding dated June 07, 2013, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

23 CFR 771.117(c): activity (c) (3)

23 CFR 771.117(d): activity (d) ()

Activity ___ listed in Appendix A of the MOU between FHWA and the State

23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.

Susan D. Bauer

James P. Day

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Susan D. Bauer 3-17-15
 Signature Date

James P. Day 3/17/15
 Signature Date

Date of Categorical Exclusion Checklist completion: 3-17-15

Date of ECR or equivalent : NA

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., CE checklist, additional studies and design conditions).



TOWN OF PARADISE
 Public Works
 5555 Skyway
 Paradise, CA 95969
 (530) 872-6291

HSIPL 5425 (027) Pearson Rd Shoulder Widening
 Maintenance Inspection Results

Street Address	Description
5648 Newland	Pearson driveway culvert removal and driveway replacement
870 Pearson	West driveway needs culvert removed and replaced with resized culvert
870 Pearson	East driveway needs culvert removed and replaced with swale
876 Pearson	Driveway needs culvert removed and replaced with resized culvert
888 Pearson	Driveway needs swale installed
894 Pearson	Driveway needs culvert removed and replaced with swale, if possible, resized culvert if necessary
Pearson/Stonehurst	Swale flowline needs adjustment
1201 to 1221 Pearson	Driveways need culverts removed and replaced with resized culverts
Pearson/Belvisio Terrace	Existing 10" culvert needs to be resized and replaced
1289 Pearson	Driveway needs swale installed

AGREEMENT FOR PROFESSIONAL SERVICES

Contract 14-04.PE Pearson Rd Shoulder Widening Project

ARTICLE I INTRODUCTION

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Consultant Name

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)

The name of the "LOCAL AGENCY" is as follows:

Town of Paradise

The Contract Administrator for LOCAL AGENCY will be Marc Mattox, Town Engineer

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated MMMM DD, YYYY, attached as Exhibit A, and as further described in the list below:

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on May 13, 2015, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded or March 31, 2015, whichever comes first, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Marc A. Mattox
Town Engineer
Town of Paradise
5555 Skyway
Paradise, CA 95969

- E. The total amount payable by LOCAL AGENCY shall not exceed \$(Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

CONSULTANT agrees to give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

ARTICLE X COST PRINCIPLES

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The California State, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE XIII EXTRA WORK

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

ARTICLE XIV DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Town Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XV AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XVI SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XIX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/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.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by

certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXI OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or

manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770 et seq., and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXXI IDEMNITY

Consultant agrees to defend, indemnify and hold harmless the Local Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Contract or its failure to comply with any of its obligations contained in this Contract, except for any such claim arising from the sole negligence or willful misconduct of the Local Agency, its officers, agents, employees or volunteers.

ARTICLE XXXII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Consultant Name
Project Manager
Street Address
City, State Zip

LOCAL AGENCY:

Town of Paradise
Marc A. Mattox, Contract Administrator
5555 Skyway
Paradise, CA 95969

ARTICLE XXXIII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ARTICLE XXXIII SIGNATURES

TOWN OF PARADISE

By _____
*Greg Bolin,
Mayor*

By _____
*Lauren Gill,
Town Manager*

CONSULTANT NAME

By _____
*Name
Title*

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

**EXHIBIT "A"
Scope of Services**

**EXHIBIT "B"
Compensation**

EXHIBIT "C"
Required Certifications and Forms

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Consultant _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)	_____	_____	\$ _____	\$ _____
(Sr Civil Engineer)	_____	_____	\$ _____	\$ _____
(Envir. Scientist)	_____	_____	\$ _____	\$ _____
(Jr. Highway Engr)	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ _____
- b) Anticipated Salary Increases (see page 2 for sample) \$ _____
- c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ _____

FRINGE BENEFITS

- d) Fringe Benefits (Rate: _____%) e) **TOTAL FRINGE BENEFITS** [(c) x (d)] \$ _____

INDIRECT COSTS

- f) Overhead (Rate: _____%) g) Overhead [(c) x (f)] \$ _____
- h) General and Administrative (Rate: _____%) i) Gen & Admin [(c) x (h)] \$ _____
- j) **TOTAL INDIRECT COSTS** [(g) + (i)] \$ _____

FIXED FEE (Profit)

- n) (Rate: _____%) k) **TOTAL PROFIT** [(c) + (e) + (j)] x (q) \$ _____

OTHER DIRECT COSTS (ODC)

- l) Travel/Mileage Costs (supported by consultant actual costs) \$ _____
- m) Equipment Rental and Supplies (itemize) \$ _____
- n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc. \$ _____
- o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) \$ _____
- p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ _____

TOTAL COST [(c) + (e) + (j) + (k) + (p)] \$ _____

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1)

Page 2 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant _____ Contract No. _____ Date _____

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	/	5000	=	\$50.00	Year 1 Avg Hourly Rate

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

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

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

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

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

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

NOTES:

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

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant _____ Contract No. _____ Date _____

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) (= 0% if Included in OH)

FEE % = _____

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
John Doe – Project Manager Civil Engineer II	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0 %	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Sue Jones – Construction Engineer/Inspector Engineer I	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Buddy Black - Claims Engineer Engineer III	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		Not Applicable
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	
Land Surveyor *	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	\$00 - \$00
Technician	\$0.00	\$0.00	\$0.00	01/01/2000	12/31/2000	\$0.00		\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2001	12/31/2001	\$0.00	0.0%	\$00 - \$00
	\$0.00	\$0.00	\$0.00	01/01/2002	12/31/2002	\$0.00	0.0 %	\$00 - \$00

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

Note:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For “Other Direct Cost” listing, see page 2 of this Exhibit

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
PRIME TOTAL ODCs =				SUBCONSULTANT #1 ODCs =				SUBCONSULTANT #2 ODCs =			

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)

Page 1 of 1

COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)

Consultant _____ Contract No. _____ Date _____

Page ___ of ___

Unit/Item of Work:**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)
Include as many Items as necessary.**

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	_____
Sub-professional/Technical*	_____	_____	_____
EQUIPMENT (with Operator)	_____	_____	_____
OTHER DIRECT COST			
Mobilization/De-mobilization			_____
Supplies/Consumables (Itemize)			_____
Travel/Mileage			_____
Report (if applicable)			_____
TOTAL COST PER UNIT OF WORK			_____

Notes:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include net fee/profit.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract (14-04.PE) of **4%**.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

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

5. RESOURCES

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

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk

items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

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

Consultant to Complete this Section			
1. Local Agency Name: <u>Town of Paradise</u>			
2. Project Location: <u>Clark Road between Adams Road and Kimberly Lane</u>			
3. Project Description: <u>Project Management, civil, environmental and right-of-way engineering, land surveying</u>			
4. Consultant Name: _____			
5. Contract DBE Goal %: <u>3%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	_____ %
16. Local Agency Contract Number: <u>14-02.PE</u>			
17. Federal-aid Project Number: <u>HSIPL 5425 (025)</u>			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature _____	
19. Local Agency Representative Name (Print) _____		12. Preparer's Name (Print) _____	
20. Local Agency Representative Signature _____	21. Date _____	13. Preparer's Title _____	
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____	14. Date _____	15. (Area Code) Tel. No. _____

Distribution: (1) Original – Consultant submits to local agency with proposal
 (2) Copy – Local Agency files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. HSIPL 5425 (025) Proposal Due Date _____

The Town of Paradise established a Disadvantaged Business Enterprise (DBE) goal of 3 % for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

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

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT \$			TOTAL	\$	\$		
DBE List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.							

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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