

**Reinard W. Brandley  
Consulting Airport Engineer**

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 08-52526**

**THIS SECOND AMENDMENT** to that Agreement for Services # AGMT 08-52526 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Reinard W. Brandley, doing business as Reinard W. Brandley, Consulting Airport Engineer, a sole proprietorship duly qualified to conduct business in the State of California, whose principal place of business is 6125 King Road, Suite 201, Loomis, California 95650, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide airport planning, design engineering, and related services for the Department of Transportation pursuant to Agreement for Services # AGMT 08-52526, incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-52526 because the funding provided by the Federal Aviation Administration has been delayed to federal fiscal year 2011/2012;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-52526 to extend the expiration date from December 31, 2011 as amended, to June 30, 2013 or the completion of Project # 93124 (Project) to provide time for Consultant to incorporate County's comments and complete the plans, specifications, estimate, and associated documents required to advertise for construction bids and to provide construction engineering services for the Project, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-52526 to add the forms required under the Disadvantaged Business Enterprise Assurances article, amending **ARTICLE III, Compensation**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-52526 to change one of County's notices recipients, amending **ARTICLE XII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-52526 to change County's Contract Administrator, amending **ARTICLE XX, Contract Administrator**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-52526 to add the Disadvantaged Business Enterprise Information form and Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form, in

accordance with federal reporting requirements and County's grant funding agency, amending **ARTICLE XXV, Disadvantaged Business Enterprise (DBE) Assurances**, and adding **Exhibit C**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services # AGMT 08-52526, as follows:

**ARTICLE II, Term, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire upon the later of June 30, 2013, or the completion of the Project, including the completion of all final Project documentation, which shall include, but not be limited to, the following:

- A. Consultant shall obtain all close-out paperwork from County's construction contractor for the Project including all required DBE forms and submit it to County;
- B. Consultant shall submit all FAA reimbursement paperwork for the Project to County;
- C. Consultant shall submit Record Drawings for the Project to County; and
- D. Consultant shall submit the Final Engineer's Report for the Project to County and to the FAA.

**ARTICLE III, Compensation for Services, first paragraph of ARTICLE III as amended, is hereby further amended to read, as follows:**

For services provided herein including all of the deliverables described in the individual Task Orders issued pursuant to this Agreement, including all forms and reports required under ARTICLE XXV, Disadvantaged Business Enterprise (DBE) Assurances of this Agreement, if applicable and including the progress reports required in ARTICLE XXVIII, Progress Reports, herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered. For all services except Environmental Services, payment will only be made after FAA and State grants covering Consultant's services have been awarded to County. If the FAA and State grants are not awarded, Consultant shall not be entitled to any payments for services (other than for Environmental Services) rendered in anticipation of the grant awards. If the amounts of the awarded FAA and State grants are insufficient to cover the costs of Consultant's services, County shall only be obligated to pay Consultant for the amounts covered by the awarded grants, inclusive of County's grant match requirement. County shall pay Consultant for eighty percent (80%) of design costs (less the costs for any Environmental Services already paid) upon County's

acceptance of complete plans and specifications for the Project and the remaining twenty percent (20%) shall be payable upon the completion and County's acceptance of the construction of the Project, as defined in ARTICLE II, Term. For Environmental Services only, County will pay Consultant prior to an FAA or State grant being awarded. Payment will be made for Environmental Services monthly in arrears and within thirty (30) days following County receipt and approval of itemized invoices detailing the Environmental Services rendered.

**The eighth paragraph of ARTICLE III as amended, is hereby further amended to read as follows:**

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the assigned Task Order number both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one (1) Task Order per invoice. Consultant shall attach a copy of each written notification to proceed required under the provisions of ARTICLE I, Scope of Services, and for final invoices, a fully-executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form as required under the provisions of ARTICLE XXV, Disadvantaged Business Enterprise (DBE) Assurances and copies of any progress reports required under the provisions of ARTICLE XXVIII, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Twenty-five percent (25%) of the dollar value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Any invoices which include charges for testing services by outside laboratories or for subconsultants shall be accompanied by backup documentation to substantiate Consultant's actual cost for each item billed. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

**ARTICLE XII, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

#### **ARTICLE XII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Matthew D. Smeltzer, P.E.  
Deputy Director of Engineering  
Engineering Division

With a copy to:

County of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn: Janel Gifford, P.E.  
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Reinard W. Brandley  
Consulting Airport Engineer  
6125 King Road, Suite 201  
Loomis, California 95650

or to such other location as Consultant directs.

**ARTICLE XX, Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

#### **ARTICLE XX**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director of Engineering, Engineering Division, Department of Transportation, or successor.

**Article XXV, Disadvantaged Business Enterprises (DBE) Assurances, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

#### **ARTICLE XXV**

**Disadvantaged Business Enterprises (DBE) Assurances:** As used in this Article, "Contractor" and "prime contractor" refer to "Consultant," "subcontractor" refers to "subconsultant" and "recipient" refers to "County."

- A. **Policy:** It is the policy of the U.S. Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

B. **DBE Obligation:** Consultant agrees to ensure that disadvantaged business enterprises, as defined in CFR 49 Part 23 have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with CFR 49 Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

C. **Contract Assurance (§26.13):** The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.


Consultant must give consideration to DBE firms as specified in Appendix A to Part 26 of 49 CFR, and in Exhibit C marked, "Notice to Proposers Disadvantaged Business Enterprise Information," incorporated herein and made by reference a part hereof. Consultant shall ensure that certified DBE firms have the opportunity to participate in the performance of this Contract and Consultant shall take all necessary and reasonable steps for such assurance.

D. **Prompt Payment (§26.29):** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of County. This clause applies to both DBE and non-DBE subcontractors.

E. **DBE Forms:** The Local Agency Proposer DBE Information (On Call Consultant Contracts) form shall be provided by Consultant with its Task Order Proposal. The Final Report Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form shall be completed by Consultant and submitted with its final invoice.

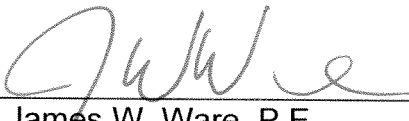
Except as herein amended, all other parts and sections of Agreement for Services # AGMT 08-52526 and First Amendment to Agreement for Services # AGMT 08-52526 shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By:   
Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Engineering Division  
Department of Transportation

Dated: 11/15/14

**Requesting Department Concurrence:**

By:   
James W. Ware, P.E.  
Director of Transportation

Dated: 11/16/14

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services # AGMT 08-52526 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- REINARD W. BRANDLEY,  
CONSULTING AIRPORT ENGINEER --**

By: \_\_\_\_\_  
Reinard W. Brandley, Individually  
and doing business as  
Reinard W. Brandley,  
Consulting Airport Engineer  
"Consultant"

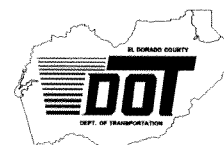
Dated: \_\_\_\_\_



**MAINTENANCE DIVISION**  
2441 Headington Road  
Placerville CA 95667  
Phone: (530) 642-4909  
Fax: (530) 642-9238

**JAMES W. WARE, P.E.**  
Director of Transportation  
  
Internet Web Site:  
<http://edcgov.us/dot>

**MAIN OFFICE**  
2850 Fairlane Court  
Placerville CA 95667  
Phone: (530) 621-5900  
Fax: (530) 626-0387



## NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

### 1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "bidder" also means "proposer" or "offerer."
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

### 2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The proposer should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### 3. SUBMISSION OF DBE INFORMATION

A "Local Agency Proposer DBE Information (On Call Consultant Contracts)" form will be included in the Agreement documents to be executed by the proposer at Task Order execution. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the Consultant must execute and return the form.

### 4. DBE PARTICIPATION GENERAL INFORMATION

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

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).



B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A 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.

D. 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.

E. The prime Consultant shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

F. A prime Consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 324-1700 for web or download assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link titled DBE Search Click Here
- Click on [Access the DBE Query Form](#) link, located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

## 6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

A. If the materials or supplies are obtained from a DBE manufacturer, one hundred percent of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies toward DBE participation. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not 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.

#### **7. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS FOLLOWS:**

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.

B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

### Local Agency Proposer DBE Information (On Call Consultant Contracts)

**THIS INFORMATION SHALL BE PROVIDED BY THE PROPOSER  
WITH ITS TASK ORDER PROPOSAL.**

LOCAL AGENCY: El Dorado County Department of Transportation LOCATION: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_  
TOTAL CONTRACT AMOUNT: \$ (Task Order Amount): \$ \_\_\_\_\_  
PROPOSER'S NAME: Reinard W. Brandley, Consulting Airport Engineer

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if proposer is a DBE)	DBE CERT. NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

**For Local Agency to Complete:**

Local Agency Contract Number: (Consultant AGMT# / TO#): 08-52526-

Federal Aid Project Number: \_\_\_\_\_

Federal Share: \_\_\_\_\_

Contract Award Date: (Date that Task Order is Executed): \_\_\_\_\_

Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate.

\_\_\_\_\_ Signature \_\_\_\_\_ Date  
Janel Gifford  
Local Agency Representative

(Area Code) Telephone Number: (530) 621-5974

Total Claimed DBE Participation	\$ _____
Total % of DBE	_____ %
<b>OF TOTAL TASK ORDER AMOUNT</b>	
_____ Signature of Proposer	
_____ Date	_____ (Area Code) Tel. No.
_____ Person to Contact (Please Type or Print)	
Local Agency Proposer - DBE Information (Consultant Contracts) (Rev 6/27/09)	

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(ON CALL CONSULTANT CONTRACTS) FORM (Revised 6/27/09)**

**TO SUCCESSFUL PROPOSER: EXCEPT AS NOTED BELOW FILL IN THE  
INFORMATION ON THE DBE INFORMATION FORM AND SUBMIT FORM TO  
COUNTY AS NOTED BELOW**

The form requires specific information regarding the consultant agreement: Local Agency, Location, Project Description, Total Contract Amount, and Successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces. The DBE shall provide a certification number to the prime consultant. Enter the DBE prime consultant, as applicable, and subconsultant certification numbers. The form has a column for the Name of Certified DBEs to perform the work (must be certified on the date the proposal is due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount as the total of all items in the Dollar Amount of Each DBE column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms. Enter the Total % of DBE as a percentage of the total Task Order amount.

Local Agency Proposer DBE Information (On Call Consultant Contracts) form must be signed and dated by the proposer at Task Order execution. Also list a phone number in the space provided and print the name of the person to contact.

District DBE Coordinator should verify that all information is complete and accurate.

**FINAL REPORT UTILIZATION OF DISADVANTAGED BUSINESSES**

**LOCAL ASSISTANCE - FEDERAL - FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS**

Revised 8/04

CONTRACT NUMBER		COUNTY	LOCATION	PROJECT DESCRIPTION	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR/CONSULTANT		BUSINESS ADDRESS			FEDERAL SHARE (For local agency to complete)		FINAL CONTRACT AMOUNT
CONTRACT ITEM No.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	SUBCONTRACTOR NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER & EXP. DATE	CONTRACT PAYMENTS			FEDERAL SHARE \$
				NON-DBE	DBE	DBE (MINORITY)	
				TOTAL PAYMENTS \$	\$	\$	DBE GOAL ATTAINMENT
				\$ ORIGINAL DBE COMMITMENT _____ Original DBE % _____ List all First Tier Subcontractors and all 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 the back of the form. List actual amount paid to each of the DBE even if different than originally listed for goal credit.			
CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER			DATE		
RESIDENT PROJECT ENGINEERS SIGNATURE		BUSINESS PHONE NUMBER			DATE		
AGENCY							

**The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, a box to check that the project is indeed a Federal Aid Project, the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to describe who did what by contract item numbers 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's Name and Business Address. For firms who are DBE, there is a column to enter their DBE Certification No. 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 five 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) the firm is Certified. This Program status is determined by the Civil Rights Certification Unit based on ethnicity, gender, ownership and control issues at time of certification. The certified firm is issued a certificate by the Civil Rights Unit that states their program status as well as the firms Expiration Date. DBE Program status may be obtained by accessing the Civil Rights website ([www.dot.ca.gov/hq/bep/](http://www.dot.ca.gov/hq/bep/)) and downloading the Calcert Extract or by calling (916) 227 2207. Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, SMBE	DBE Minority
If program status shows DBE, SMBE, SWBE	DBE (Minority Women)
If program status shows DBE, SWBE	DBE (Non-Minority Women)

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 on Form 2402(F) under the appropriate DBE Program Status (include all work performed after decertification) and complete and submit Form CEM-2403(F) as appropriate. Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

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 as a DBE on CEM-2402(F) and CEM-2403(F). Any comments to be made on the Form 2402(F) are to be explained on the reverse side of the Form. Indicate in the Comment section that Form CEM 2403(F) is being submitted.

There is a space provided on the CEM-2402(F) where the TOTAL is entered for these five columns.

There is a column on the CEM-2402(F) to enter the Date Work Complete as well as a column to enter the Date of Final Payment, which is an indicator of when the Prime Contractor made the "final payment" to the subcontractor for the portion of work listed as being completed.

The Original DBE Commitment area on the CEM-2402(F) is based on information at Award time of the project and is the total dollar value of those subcontractors listed at Award based on the above table.

The CEM-2402(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.